AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ground Lease Agreement; Garlic Mike's

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Ground Lease Agreement for Garlic Mike's for overflow parking

Fiscal Impact:

Submitted by: Liz Mense for John Cattles **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, Garlic Mike's was current on rent due from their previous agreement.
ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/18/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 6/18/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/18/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 6/19/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/7/2020

Revised April 2015

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into on this ___ day of June, 2020, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Lessor" or "County") and Garlic Mike's Italian Cuisine Restaurant, whose address is 2674 State Highway 135, Gunnison, Colorado 81230 (hereinafter "Garlic Mike's").

WHEREAS, Lessor owns the real property located at 2714 State Highway 135, Gunnison, CO 81230 (hereinafter the "Property"); and

WHEREAS, Lessor has determined that a portion of the Property, consisting of approximately 1,000 sq. feet (hereinafter the "Leased Space"), may be leased to Garlic Mike's for overflow parking; and

WHEREAS, Garlic Mike's desires to lease from Lessor the Leased Space, and Lessor desires to lease to Garlic Mike's the Leased Space; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Lessor and Garlic Mike's do hereby agree as follows:

1. GRANT OF LEASE.

Lessor hereby leases to Garlic Mike's, its heirs, successors and assigns, that portion of the Property identified in Exhibit A attached hereto, and more particularly defined by temporary cordon and signage placed on the southwest corner of the property, as an overflow parking area and to occupy and use the same only as set forth in this Lease Agreement.

2. TERM OF LEASE.

The term of this Lease Agreement shall commence on the date noted above and terminate on December 31, 2020, unless otherwise terminated or extended under the terms of this Lease Agreement or mutual agreement of the Lessor and Garlic Mike's.

3. LEASE IS NONEXCLUSIVE.

Lessor expressly reserves the right to enter and use the Property, and construct improvements on it, for any and all purposes that will not substantially interfere with Garlic Mike's use.

4. CONSIDERATION

In full and complete consideration of the rights granted herein, Garlic Mike's shall pay ground rent to Lessor in the amount of two hundred dollars and no cents ($200.00) per month. Said payment shall be payable to the "Gunnison County Finance" and forwarded by U.S. Mail to 200 East Virginia, Gunnison, Colorado 81230 in a timely manner and received no later than the 15th of every month.

5. UTILITIES.

Access to the Leased Space will be provided from Garlic Mike's existing access off of State Highway 135. Garlic Mike's shall be responsible for any and all other costs not identified herein, including snow removal and weed management, that may be associated with Garlic Mike's use of the Leased Space.

6. USE OF PROPERTY.

Garlic Mike's shall use the Leased Space exclusively and only for overflow parking. Garlic Mike's agrees to conduct its uses of the Leased Space in an orderly and good workmanlike manner. Garlic Mike's, its agents, and employees, will not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of the Leased Space.

Garlic Mike's shall be responsible for ensuring the proper use of the Leased Space, as indicated in this contract, by its patrons. Further, Garlic Mike's shall be responsible for monitoring the established boundaries and enforcing compliance to ensure that no trespassing onto adjacent land occurs by Garlic Mike's patrons.

7. FURTHER ORDERS RULES AND REGULATIONS.

Lessor and Garlic Mike's agree that, during the term of this Lease Agreement, in addition to or notwithstanding any terms of this Lease Agreement, Lessor may adopt and enforce such orders, rules or regulations as in the discretion of the Lessor which is reasonably necessary for the administration, protection, use, enjoyment or maintenance of the Property and Leased Space.

8. OPERATIONS

Garlic Mike's agrees to secure all necessary licenses, permits and other approval(s) required by Gunnison County, the State of Colorado, the United States of America or any other government or regulatory body that may be necessary or associated with Garlic Mike's business and use of the Leased Space.

9. MAINTENANCE REPAIRS AND IMPROVEMENTS.

During the term of this Lease Agreement, Garlic Mike's shall provide for any necessary maintenance and repairs, such as snow removal and weed management, to the Property and Leased Space.

Garlic Mike's shall not modify, alter or reconstruct the Property or Leased Space without the prior and express written consent of Lessor.

All signage placed by Garlic Mike's at its expense in, on or about the Leased Space, including all fixtures temporarily affixed to the Leased Space but which may be removed without damage thereto, shall remain the items of Garlic Mike's and Garlic Mike's shall have the right at

any time during the term hereof and responsibility at its termination, to remove all such equipment.

10. DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the term of this Lease Agreement notwithstanding anything herein to the contrary, in the event the Property or any portion of it or any improvements to it are damaged or destroyed, partially or wholly, by fire or otherwise, Lessor shall be under no obligation whatsoever to repair, replace or rebuild the same or to provide substitute Leased Space or improvements. Nor shall such damage or destruction relieve Garlic Mike's of its obligations under this Agreement, unless expressly agreed to in writing by Lessor.

11. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Promote Prosperous, Collaborative and Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

12. INSURANCE.

Garlic Mike's agrees to obtain and keep in force, throughout the term of this Lease Agreement, comprehensive general public liability insurance, including personal injury protection. Within thirty (30) days of the execution of this Agreement, Garlic Mike's will provide insurance certificates to the County, listing the County as an additional named insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to the County.

a. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

Additionally, Garlic Mike's agrees to obtain and keep in force, throughout the term of this Lease Agreement, personal property insurance coverage on any and all of Garlic Mike's personal property in the Property or Leased Space (i.e. signage).

Garlic Mike's shall not allow the placement of any lien or other claim against the Property by reason of any improvements placed upon the Property, and shall indemnify, hold harmless and defend Lessor against any claim upon the premises, the Property, Leased Space or whatsoever.

13. GOVERNMENTAL IMMUNITY.

Nothing in this Lease Agreement, including but not limited to the required insurance or the existence of the insurance required hereunder, is or shall be construed to be a waiver, in

whole or in part, by the Lessor of any defense or claim of governmental immunity, or a waiver of any other provision of law relating to the liability of governmental units or the limits thereof, provided by the Colorado Governmental Immunity Act or otherwise.

14. INDEMNIFICATION.

During the term of this Lease Agreement, Garlic Mike's shall indemnify, hold harmless and defend Lessor, its Board of County Commissioners, its officers, agents and employees, against any claim for injury or damage caused by any act or omission of Garlic Mike's or any other person arising from the use of the Leased Space. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

15. WARRANTIES.

Lessor makes no warranties, either express or implied, as to any matter whatsoever, including but not limited to, the condition of the Property.

16. OWNERSHIP.

The Property is, and shall be at all times be and remain, the sole and exclusive property of Lessor, and Garlic Mike's shall have no right, title, or interest therein or thereto.

17. DEFAULT.

Garlic Mike's shall be considered to be in default of this Lease Agreement upon failing to keep, perform and observe each and every covenant, term or condition set forth in this Lease Agreement which failure continues for a period of more than 7 days after written notice from the Lessor of such breach or default.

No waiver of default by either party of any of the terms or conditions herein to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms or conditions herein contained to be performed, kept and observed by the other party.

18. TERMINATION.

Any party shall have the right to terminate this Lease Agreement at any time, with or without cause, upon seven (7) days prior written notice to the other. If this Lease Agreement is terminated, it is agreed that Lessor may retake possession of the premises upon seven (7) days written notice to Garlic Mike's and that Garlic Mike's shall surrender and return the Leased Space to Lessor in good condition, normal wear and tear expected.

19. NOTICES.

Service of all notices under this Lease Agreement shall be sufficient if sent via certified mail return receipt requested to the following address:

Lessor:	Board of County Commissioners Of the County of Gunnison, Colorado c/o County Manager's Office 200 East Virginia Avenue Gunnison, Colorado 81230
Garlic Mike's:	Garlic Mike's Italian Cuisine Restaurant c/o Michael Busse, Owner 2674 State Highway 135 Gunnison, Colorado 81230

20. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Lessor, Garlic Mike's shall not (a) assign, transfer, pledge, or hypothecate this Lese Agreement, or any part thereof, or any interest therein or (b) convey, sublet or lend the Property or Leased Space or any part thereof.

21. NON-WAIVER.

The failure of either party to insist in any one or more instances upon compliance with any of the covenants, terms or conditions agreed upon and herein contained, or the failure of either party to exercise any option, privilege or right agreed upon and herein contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such covenant, term or conditions. .

22. SEVERABILITY

In the event any term, condition or provision contained in this Lease Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Lease Agreement, then the option of such party, this Lease Agreement may be declared to be terminated.

23. GOVERNING LAW, JURISDICTION AND VENUE.

This Lease Agreement is entered into in the County of Gunnison, State of Colorado, and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Lease Agreement, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Lease Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

24. ENTIRE AGREEMENT.

Lessor and Garlic Mike's agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent, or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by Lessor and Garlic Mike's with the same formality as this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy County Clerk

GARLIC MIKE'S ITALIAN
CUISINE RESTAURANT

By: _____
Michael Busse, Owner

GARLMIK-01 JBARKOCZY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Colorado West Insurance Services, Inc.
2782 Crossroads Blvd
Grand Junction, CO 81506

CONTACT NAME: Diane West
PHONE (A/C, No, Ext): (970) 244-9629 FAX (A/C, No): (970) 245-6693
E-MAIL ADDRESS: diane@cwipro.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois Casualty Company	15571
INSURER B : Employers Insurance Group (EIG)	10346
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tre Amici Corp dba Garlic Mike's
2674 N Hwy 135
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		BP40675	09/01/2018	09/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		EIG224766703	07/21/2018	07/21/2019	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured with respect to General Liability (per attached BLAI 17 0914).

CERTIFICATE HOLDER

County of Gunnison c/o County Manager's Office
200 E. Virginia Avenue
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: **BP40675** EFFECTIVE DATE FOR THIS ENDORSEMENT: **September 1, 2017**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AS REQUIRED IN WRITTEN AGREEMENT WITH YOU OR BY ORDINANCE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following are added to Section **C. Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Lessor Of Premises

Any person(s) or organization(s) from whom you rent or lease a "premises" if you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) is to be included as an insured. Such person or organization is an insured, but only with respect to liability caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf, in connection with the "premises" rented or leased to you.

With respect to the insurance afforded to the insured identified herein, this insurance does not apply:

a. To any "occurrence" which takes place after you cease to be a tenant in the "premises"; or

b. To structural alterations, new construction or demolition operations performed by or for such insured; or

c. After the expiration or termination of the written contract or written agreement.

5. Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you rent or lease equipment if you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person or organization is to be included as an insured. Such person or organization is an insured, but only with respect to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased or rented to you by such person or organization.

With respect to the insurance afforded to the insured identified herein, this insurance does not apply to any "occurrence" which takes place after the equipment lease or rental agreement expires.

6. Lessor of Land

Any person(s) or organization(s) from whom you rent or lease land if you and such person or organization have agreed in a written contract or written agreement that such person or organization is to be included as an insured. Such person or organization is an insured, but only with respect to liability caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf, in connection with land rented or leased to you.

With respect to the insurance afforded to the insured identified herein, this insurance does not apply:

a. To any "occurrence" which takes place after you cease to be a tenant of the land "premises"; or

b. To structural alterations, new construction or demolition operations performed by or for such insured; or

c. After the expiration or termination of the written contract or written agreement.

7. Mortgagee, Assignee Or Receiver

Any mortgagee, assignee or receiver if you and such mortgagee, assignee or receiver have agreed in a written contract or written agreement that such mortgagee, assignee or receiver is to be included as an insured. Such mortgagee, assignee or receiver is an insured, but only with respect to liability arising out of the ownership, maintenance or use of your "premises".

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With respect to the insurance afforded to the insured, this insurance does not apply:

a. To structural alterations, new construction or demolition operations performed by or for such insured; or

b. After the expiration or termination of the written contract or written agreement.

8. Grantor Of Franchise

Any person(s) or organization(s) as grantor of a franchise to you if you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person or organization is to be included as an insured. Such person or organization is an insured, but only with respect to liability as grantor of a franchise to you.

9. State Or Governmental Agency Or Subdivision Or Political Subdivision

Any state or political subdivision if:

a. The state or governmental agency or subdivision or political subdivision has issued a permit in connection with "premises" you own, rent, or control and to which this insurance applies; and

b. The state or governmental agency or subdivision or political subdivision requires in writing or by statute, ordinance or law to be included as an additional insured.

The state or governmental agency or subdivision or political subdivision is an insured only as respects:

a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist-away openings, sidewalks, sidewalk vaults, street banners, or decoration and similar exposures;

b. The construction, erection, or removal of elevators; or

c. The ownership, maintenance, or use of any elevators covered by this insurance.

With respect to the insurance afforded to the insured identified herein, this insurance does not apply to any "occurrence" which takes place after the permit is terminated, revoked or has expired.

B. The following is added to Section **D. Liability, Medical Expenses And Merchandise Withdrawal Expenses Limits Of Insurance:**

9. The Limits Of Insurance for the person or organization included as an insured under this endorsement are those specified in the written contract or written agreement with you, if applicable, or in this Coverage Form, whichever is less. These Limits Of Insurance are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

OTHER TERMS

All other terms of your policy remain the same.

Countersigned by:

ILLINOIS CASUALTY COMPANY
225 20th Street, PO Box 5018
Rock Island, IL 61204-5018

By:

_____

IMPORTANT – ATTACH THIS ENDORSEMENT TO YOUR POLICY

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TREAMIC-01 JBARKOCZY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Colorado West Insurance Services, Inc.
2782 Crossroads Blvd
Grand Junction, CO 81506

CONTACT NAME: Kamryn Jennings
PHONE (A/C, No, Ext): (970) 244-9627 FAX (A/C, No): (970) 245-6693
E-MAIL ADDRESS: kamryn@cwipro.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois Casualty Company	15571
INSURER B : Employers Insurance Group (EIG)	10346
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tre Amici Corp dba Garlic Mike's
2674 N Hwy 135
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		BP40675	9/1/2019	9/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		EIG224766704	7/21/2019	7/21/2020	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured with respect to General Liability (per attached BLAI 17 0914).

CERTIFICATE HOLDER

County of Gunnison c/o County Manager's Office
200 E. Virginia Avenue
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Illinois Casualty Company

POLICY NUMBER: **BP40675** EFFECTIVE DATE FOR THIS ENDORSEMENT: **September 1, 2019**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AS REQUIRED IN WRITTEN AGREEMENT WITH YOU OR BY ORDINANCE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following are added to Section **C. Who Is An Insured** in the Businessowners Liability Coverage Form:

2. Each of the following is also an insured:

e. Any person or organization you are required by a written agreement to name as an additional insured.

(1) Such person is an insured, but only with respect to liability caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf in connection with the written agreement.

The written agreement must be:

(a) Currently in effect or become effective during the term of this policy; and

(b) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

f. With respect to the insurance afforded to the insured identified herein, this insurance does not apply:

(1) To structural alterations, new construction, or demolition operations performed by or for such insured; or

(2) After the expiration or termination of the written agreement.

3. State Or Governmental Agency Or Subdivision Or Political Subdivision

Any state or political subdivision if:

a. The state or governmental agency or subdivision or political subdivision has issued a permit in connection with "premises" you own, rent, or control and to which this insurance applies; and

b. The state or governmental agency or subdivision or political subdivision requires in writing or by statute, ordinance or law to be included as an additional insured.

The state or governmental agency or subdivision or political subdivision is an insured only as respects:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist-away openings, sidewalks, sidewalk vaults, street banners, or decoration and similar exposures;

(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

With respect to the insurance afforded to the insured identified herein, this insurance does not apply to any "occurrence" which takes place after the permit is terminated, revoked or has expired.

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B. The following is added to Section **D. Liability, Medical Expenses And Merchandise Withdrawal Expenses Limits Of Insurance:**

9. The Limits Of Insurance for the person or organization included as an insured under this endorsement are those specified in the written contract or written agreement with you, if applicable, or in this Coverage Form, whichever is less. These Limits Of Insurance are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

C. The coverage afforded under this endorsement is excess over:

1. Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless a written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

OTHER TERMS

All other terms of your policy remain the same.

Countersigned by:

ILLINOIS CASUALTY COMPANY
225 20th Street, PO Box 5018
Rock Island, IL 61204-5018

By:

IMPORTANT – ATTACH THIS ENDORSEMENT TO YOUR POLICY

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