

**FIRST AMENDMENT
TO
JANITORIAL SERVICES AGREEMENT
FOR
BOBBIE & AMANDA'S CLEANING SERVICE**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Bobbie Whitaker dba Bobbie & Amanda's Cleaning Services, a Washington sole proprietor ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective April 17, 2019, whereby the SERVICE PROVIDER agreed to provide janitorial services ("Agreement").

B. Section 16 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement by updating the Scope of Services, extending the term, and increasing the compensation paid to the SERVICE PROVIDER for providing the additional services during the extended term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to include the additional services described and detailed in Exhibit "A-1," attached hereto and incorporated herein.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until March 31, 2025.

3. COMPENSATION AND METHOD OF PAYMENT.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1", Section 4.C. shall be amended to pay the SERVICE PROVIDER for work performed during the term of this First Amendment Four

Hundred Ninety Eight Thousand Five Hundred Thirty Eight and 00/100 Dollars (\$498,538) payable as follows: One Hundred Sixty One Thousand Two Hundred Ninety Two and 00/100 Dollars (\$161,292.00) in year four, One Hundred Sixty Six Thousand One Hundred Thirty One and 00/100 Dollars (\$166,131.00) in year five and One Hundred Seventy One Thousand One Hundred Fifteen and 00/100 Dollars (\$171,115.00) in year six pursuant to Exhibit "A-1". The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed Nine Hundred Thirty Seven Thousand Eight Hundred Two and 00/100 Dollars (\$937,802.00).

*** Signatures on Following Page ***

4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
Bobbie & Amanda's Cleaning Service
3226 Libby Road NE
Olympia, WA 98506
Phone: 360-870-2212

Debbie Sullivan, Mayor

Signature (Notarized – see below)

Printed Name: _____

Title: _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name)
is the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington,
My appointment expires: _____

Bobbie & Amanda's Cleaning Service
2022-2024 Janitorial Services
City of Tumwater, WA

City Hall and Police Department
555 Israel Rd SW

Daily Services:

We will provide the following services Monday through Friday:

1. Secure/check all doors, check coffee pots and portable desk heaters to make sure power is off.
2. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
3. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
4. Sweep and mop all hard floors surfaces including restrooms, kitchens, and entryways.
5. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
6. Dust tables, chairs, and countertops in all public areas, conference rooms, and Council Chambers. Clean countertops and tables with PH Neutral cleaner/sanitize.
7. Straighten chairs in all conference rooms, breakrooms, and meeting rooms.
8. Clean all glass entryway doors, removing fingerprints and smudge marks.
9. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
10. Sweep or vacuum exterior entryway mats.

Weekly Services:

1. Tuesday night Council Meetings: Close portable wall and cone off parking lot for television broadcasting vehicle.
2. Wipe down whiteboards without ever erasing written material.
3. Dust tops of file cabinets, baseboards, and hanging fixtures.
4. Vacuum under desks, cloth-covered chairs, and couches in public areas.
5. Sweep/mop holding cells in Police Department.
6. Sweep/blow 'Sally Port' in Police Department.
7. Sweep/mop stairs leading to lower-level of Police Department.

"Exhibit A-1"
Scope of Services

8. Track, order, and stock all paper products for kitchens and restrooms.
9. Verify items delivered on invoices, code and submit invoices to Parks and Facilities Manager.
10. Fill hand sanitizer dispensers and replace batteries as needed.
11. Check all touchless dispensers throughout facilities for battery levels and replace as needed.
12. Clean showers in Police Department locker rooms.

Monthly Services:

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a 'high shine' once per year.
3. Polish all waxed floors to a 'high shine' with high-speed buffer (Police Department) 6 times per year.
4. Deep clean all ceramic grout floors with a grout cleaning agent once per year and wax.
5. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

Total Cost of Services per Month:

- City Hall: \$3,649.00
- Police Department: \$1,670.00

Disinfecting for COVID-19 - City Hall and Police Department:

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List "N" disinfectants used by Bobbie & Amanda's Cleaning Service.

“Exhibit A-1”
Scope of Services

4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, stair rails, elevator buttons and grab bars, finance safe handles, microwaves, refrigerator handles, vending machine buttons, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Daily: Apply disinfectants to check-in/temperature tables. Stock tables with Clorox wipes, masks, gloves, and hand sanitizer. Check thermometers and replace batteries as needed.
6. Track, purchase, and stock Clorox wipes for city employee use.
7. Track masks, gloves, and batteries for city employees and check-in/temperature tables. Turn order forms into Human Resources department.
8. Mop all hard floors with disposable mop heads and EPA List “N” disinfectant for floors.
9. Launder microfiber rags nightly in sanitizer machine.

Total Cost of Services:

- Per Day: \$28.20
- Per Month: \$620.40

NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges and COVID-19 chemicals.

City of Tumwater will be billed for Clorox Wipes purchased by Bobbie & Amanda’s Cleaning Service for city use.

City of Tumwater will be responsible for ordering masks, batteries, and gloves upon receiving my order request.

Bobbie & Amanda’s Cleaning Service will provide all EPA List “N” chemicals for the above disinfecting.

Disinfecting When Someone Has Tested Positive for COVID-19:

1. Follow CDC guidelines for cleaning and disinfecting a commercial facility.
2. Close off area as much as possible and wait as long as possible (3-24 hours).
3. Open doors and windows when possible.
4. Clean area with PH neutral cleaner to remove any grime.
5. Disinfect immediate area with EPA List “N” disinfectants.

"Exhibit A-1"
Scope of Services

6. Vacuum immediate area with high efficiency particulate air (HEPA) filters and bags.
7. Re-open area.

Total Cost of Services:

- Per Area: \$150.00
- Per Area After Hours: \$200.00

Portable Clear Plexiglass Countertop Barrier Shields:

- Remove stands with plexiglass from counters to floor. Disinfect with the appropriate chemical. Polish out glass with a plexiglass polish and pad. Replace to countertops.

Time and Materials

Public Works Maintenance Shop

7200 New Market Street

Daily Services:

We will provide the following services Monday through Friday.

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Clean all glass entryway doors, removing fingerprints and smudge marks.
6. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
7. Sweep or vacuum exterior entryway mats.

Weekly Services:

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.

"Exhibit A-1"
Scope of Services

4. Invoices: Verify items delivered, code, and submit to Parks and Facilities manager.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

Monthly Services:

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a 'high shine' once per year.
3. Polish all waxed floors to a 'high shine' with high-speed buffer 3 times per year.
4. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

Total Cost of Services per Month: \$1,329.00

Disinfecting for COVID-19 - Public Works Maintenance Shop:

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List "N" disinfectants used by Bobbie & Amanda's Cleaning Service.
4. Daily: Apply disinfectants from EPA List "N" according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, and grab bars, microwaves, refrigerator handles, vending machine buttons, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Daily: Apply disinfectants to check-in / temperature tables.
6. Launder microfiber rags nightly in sanitizer machine.

Total Cost of Services:

- Per Day: \$9.08
- Per Month: \$199.75

"Exhibit A-1"
Scope of Services

NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges.

Fire Department T-1

311 Israel Road

Daily Services:

We will provide the following services Monday through Friday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Dust tables, chairs, and countertops in all public areas, conference rooms, and clean countertops and tables with PH Neutral cleaner/sanitize.
6. Straighten chairs in all conference rooms, breakrooms, and meeting rooms.
7. Clean all glass entryway doors, removing fingerprints and smudge marks.
8. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
9. Sweep or vacuum exterior entryway mats.

Weekly Services:

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.
4. Invoices: Verify items delivered, code, and submit to Parks and Facilities Manager and Fire Department Administrative Assistant.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

"Exhibit A-1"
Scope of Services

Monthly Services:

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a 'high shine' twice per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

Total Cost of Services per Month: \$1,244.00

NOTE: Services such as cleaning carpets, stripping and waxing floors, and kitchen cleaning in fire living quarters (2nd floor) will be billed at time and materials at the approval of the Fire Chief and Parks and Facilities Manager.

Disinfecting for COVID-19 - Fire Department T-1:

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List "N" disinfectants used by Bobbie & Amanda's Cleaning Service.
4. Daily: Apply disinfectants from EPA List "N" according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, and grab bars, microwaves, refrigerator handles, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Daily: Apply disinfectants to check-in / temperature tables.
6. Launder microfiber rags nightly in sanitizer machine.

Total Cost of Services:

- Per Day: \$9.08
- Per Month: \$199.75

NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges.

“Exhibit A-1”
Scope of Services

Public Library
7023 New Market Street

Daily Services:

We will provide the following services Monday through Saturday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Straighten chairs in all conference rooms, breakrooms, meeting rooms, and computer stations.
6. Clean all glass entryway doors, removing fingerprints and smudge marks.
7. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
8. Sweep or vacuum exterior entryway mats.

Monthly Services:

1. Check the clock tower for dust and cobwebs, thoroughly dusting around the base of the tower.
2. Dust window ledges and remove cobwebs from interior windows and doors.
3. Thoroughly clean entry mats.
4. Track, order, and stock all paper products for kitchens and restrooms.
5. Invoices: Verify items delivered, code, and submit to Parks and Facilities Manager.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.

"Exhibit A-1"
Scope of Services

2. Strip and wax all floors to a 'high shine' twice per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

Total Cost of Services per Month: \$2,707.00

An additional charge of \$75 per hour, per man, will be added for after-hours events.

Disinfecting for COVID-19 – Public Library:

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List "N" disinfectants used by Bobbie & Amanda's Cleaning Service.
4. Daily: Apply disinfectants from EPA List "N" according to instructions to all high-touch areas to include: doorknobs, push plates, light switches, door handles, grab bars, microwaves, refrigerator handles, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Launder microfiber rags nightly in sanitizer machine.

Total Cost of Services:

- Per Day: \$9.08
- Per Month: \$199.75

NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges.

Note: Library is responsible for disinfecting all areas not stated above.

Parks and Facilities Maintenance Building

7007 Capitol Boulevard

Daily Services:

We will provide the following services Monday through Friday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.

“Exhibit A-1”
Scope of Services

3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Straighten chairs in breakrooms.
6. Clean all glass entryway doors, removing fingerprints and smudge marks.
7. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
8. Sweep or vacuum exterior entryway mats.

Weekly Services:

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.
4. Invoices: Verify items delivered, code, and submit to Parks and Facilities Manager.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

Monthly Services:

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax floors to a high shine one time per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

Total Cost of Services per Month: \$1,100.00

Disinfecting for COVID-19 - Parks and Facilities Maintenance Building:

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.

“Exhibit A-1”
Scope of Services

2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List “N” disinfectants used by Bobbie & Amanda’s Cleaning Service.
4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, grab bars, microwaves, refrigerator handles, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Daily: Apply disinfectants to check-in / temperature tables.
6. Launder microfiber rags nightly in sanitizer machine.

NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges.

Total Cost of Services:

- Per Day: \$9.08
- Per Month: \$199.75

Old Town Center

215 North 2nd Avenue SW

Daily Services:

We will provide the following services Monday through Friday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Straighten chairs in lunch room and meeting rooms.
6. Clean and disinfect all tables throughout facility.
7. Vacuum stairs and elevator.
8. Clean all glass entryway doors, removing fingerprints and smudge marks.

"Exhibit A-1"
Scope of Services

9. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
10. Sweep or vacuum exterior entryway mats.
11. Sweep/Auto scrub gym as needed.

Weekly Services:

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.
4. Invoices: Verify items delivered, code and submit to Parks and Facilities Manager.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

Monthly Services:

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Clean all carpeted areas with commercial grade carpet cleaning machine.
3. Strip and wax all hard floors once per year.
4. Polish all hard floors 4 times per year with high-speed buffer.
5. Heavy clean kitchen to include polishing all stainless-steel appliances, sinks, and counters, and clean out drains.

Total Cost of Services per Month: \$1,330.00

"Exhibit A-1"
Scope of Services

Disinfecting for COVID-19 - Old Town Center:

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List "N" disinfectants used by Bobbie & Amanda's Cleaning Service.
4. Daily: Apply disinfectants from EPA List "N" according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, grab bars, microwaves, refrigerator handles, toilets, faucets, sinks, handicap bars, seat cover dispensers, and elevator buttons.
5. Daily: Apply disinfectants to check-in / temperature tables.
6. Launder microfiber rags nightly in sanitizer machine.

NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens and countertops. The above charges reflect disinfecting areas not included in daily charges.

Total Cost of Services:

- Per Day: \$9.08
- Per Month: \$199.75

Fire Station T-2
405 North 2nd Avenue

Daily Services:

We will provide the following services Monday through Friday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets in offices and hallways. Note: HEPA filters used in vacuums.
5. Clean all glass entryway doors, removing fingerprints and smudge marks.

“Exhibit A-1”
Scope of Services

6. Sweep or vacuum exterior entryway mats.

Weekly Services:

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.
4. Invoices: Verify items delivered, code and submit to Parks and Facilities Manager.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

Monthly Services:

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.
3. Strip and wax restroom and laundry room floors twice per year.

Total Cost of Services per Month: \$ 412.00

NOTE: Services such as cleaning kitchen and living quarters will be billed at time and materials at the approval of the Fire Chief and Building & Maintenance Supervisor.

Disinfecting for COVID-19 - Fire Station T-2:

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List “N” disinfectants used by Bobbie & Amanda’s Cleaning Service.
4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: counters, doorknobs, push plates, light switches, door handles, grab bars, toilets, faucets, sinks, handicap bars, and seat cover dispensers.

"Exhibit A-1"
Scope of Services

5. Launder microfiber rags nightly in sanitizer machine.

NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops.

Total Cost of Services:

- Per Day: \$9.08
- Per Month: \$199.76

City Parks:

Daily Services:

1. Open all city park gates and restrooms by sunrise 7 days per week including all holidays.
2. Restrooms: Clean and disinfect for COVID-19 to include all fixtures, floors, walls, and partition walls. Polish all stainless steel.
3. Stock restrooms.
4. Empty garbage cans.

Weekly Services:

1. Track, order, and stock all supplies.
2. Invoices: Verify items delivered, code, and submit to Parks and Facilities Manager.
3. Remove cobwebs inside and outside of restrooms.

Disinfecting for COVID-19 - City Parks:

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List "N" disinfectants used by Bobbie & Amanda's Cleaning Service.
4. Daily: Apply disinfectants from EPA List "N" according to instructions to all high-touch areas to include: doorknobs, push plates, light switches, door handles, grab bars, toilets, faucets, sinks, and handicap bars.

Emergency HAZMAT clean-up will be billed at time and materials upon approval from Parks and Facilities Manager or Parks Maintenance Supervisor, per emergency.

"Exhibit A-1"
Scope of Services

In the event of an immediate emergency, and the above-mentioned parties are unable to be reached, Bobbie & Amanda's Cleaning Service will address the emergency in the City of Tumwater's best interest.

HAZMAT labor time: \$150.00 per hour

Total Monthly Costs of Services:

- Admin fee: \$150.00
- Historical Park:
 - March-October: \$1,627.50
 - November-February: Adjusted billing
- Pioneer Park:
 - March-September: \$1,627.50
 - October-February: Adjusted billing
- Deschutes Valley Park:
 - March-September: \$813.00
 - October-February: Adjusted billing
- Future Restroom at Tumwater Hill Park:
 - March-September: \$813.00
 - October-February: Adjusted billing
- Future Restroom at Barclift Park:
 - March-September: \$813.00
 - October-February: Adjusted billing

The above includes:

- Seasonal heavy cleaning
- All cleaning supplies and COVID-19 disinfectants.
- Services to be performed early mornings
- Gates and restrooms unlocked by sunrise
- Working around City of Tumwater's schedule and anticipated special events and functions.

"Exhibit A-1"
Scope of Services

- Adjustments of scheduled cleaning and billing depending on season.
- Notification of damage or vandalism/take pictures and send to Parks & Facilities Manager and Parks Maintenance Supervisor.

City of Tumwater will supply all paper products, maintain dispensers, and fixtures.

2nd run on parks during events will be billed at an agreed amount at the time of service with Parks and Facilities Manager.

Tumwater Golf Course Maintenance Shop
4611 Tumwater Valley Drive

Daily Services:

We will provide the following services one time per week:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors(concrete) surfaces including: restroom, kitchen/lunchroom, Managers office and entryways.
4. Vacuum floor mats.

Cost of Services: \$52.50 per hour. Time varies between 1.5 and 2 hours.

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Year 1 - 2022:

City Hall:	\$43,788
Police Department:	\$20,040
Public Works:	\$15,948
Fire Department T1:	\$14,928

"Exhibit A-1"
Scope of Services

Library:	\$32,484
Parks & Facilities:	\$13,200
Old Town Center:	\$15,960
<u>Fire Department T2:</u>	<u>\$ 4,944</u>
Total:	\$161,292
+3% Year 2 - 2023:	\$166,131
+3% Year 3 - 2024:	\$171,115

Additional Monthly Costs for COVID-19 Disinfecting:

City Hall/Police Dep't:	\$620.40
Public Works:	\$199.75
Fire Department - T1:	\$199.75
Library:	\$199.75
Parks & Facilities:	\$199.75
Old Town Center:	\$199.75
<u>Fire Department - T2:</u>	<u>\$199.75</u>
Total:	\$1,818.90

NOTE: When COVID-19 disinfecting is no longer required, disinfecting all high-touch areas (not included in daily services) with appropriate chemicals would be continued daily at a lower cost.

ACORDTM INSURANCE BINDER

DATE
03/16/22

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER		PHONE (A/C, No, Ext): 360-753-6357	COMPANY		BINDER #																	
		FAX (A/C, No): 360-753-6346	Allstate Insurance Company																			
Teri Bangart Allstate Insurance 1226 State Ave NE Olympia, WA 98506			<table border="1"> <tr> <th colspan="2">EFFECTIVE</th> <th colspan="2">TIME</th> <th colspan="2">EXPIRATION</th> </tr> <tr> <th>DATE</th> <th></th> <th></th> <th></th> <th>DATE</th> <th>TIME</th> </tr> <tr> <td>03/23/22</td> <td></td> <td>12:01 am</td> <td>STD</td> <td>30 days from Effective Date</td> <td>12:01 AM NOON</td> </tr> </table>		EFFECTIVE		TIME		EXPIRATION		DATE				DATE	TIME	03/23/22		12:01 am	STD	30 days from Effective Date	12:01 AM NOON
EFFECTIVE		TIME		EXPIRATION																		
DATE				DATE	TIME																	
03/23/22		12:01 am	STD	30 days from Effective Date	12:01 AM NOON																	
CODE:			SUB CODE:																			
AGENCY CUSTOMER ID:			THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:																			
INSURED Bobbie Whitaker 3226 Libby Rd NE Olympia, WA 98506			DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)																			

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input type="checkbox"/> Homeowners	Liability Limit \$ Medical Limit \$ Dwelling Private Structures Personal Property Loss of Use	\$ Hurricane: \$		\$ \$ \$ \$
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	648751758 03/23/2022-03/23/2023 RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 1000000 \$ 10000 \$ 10000 \$ 1000000 \$ 2000000 \$ 2000000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	648751761 03/23/2022-03/23/2023	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ 1000000 \$ 1000000 \$ 1000000 \$ 1000000 \$ 5000 \$ \$ 1000000 \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input checked="" type="checkbox"/> COLLISION: 1000 <input checked="" type="checkbox"/> OTHER THAN COL: 100	<input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	<input checked="" type="checkbox"/> ACTUAL CASH VALUE <input type="checkbox"/> STATED AMOUNT <input type="checkbox"/> OTHER		\$ \$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS		\$ \$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

NAME & ADDRESS

City of Tumwater 555 Israel Rd SW Tumwater, WA 98501	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Nicole Romano</i>	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

CUSTOMER NUMBER: 1261179

RUN DATE: 01-25-22

TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA, WA 98506-4235

BOBBIE WHITAKER
3226 LIBBY RD NE
OLYMPIA, WA 98506-2985

Go green. Go paperless.

Switch to **Paperless Delivery*** and help reduce your carbon footprint. View your policy and billing documents, notifications and confirmations of payments online.

Register now through **Commercial My Account**
on Allstate.com

*State exceptions may apply

IMPORTANT NOTICE ABOUT YOUR RENEWAL OFFER

ALLSTATE INSURANCE COMPANY
2775 SANDERS ROAD, SUITE D2W
NORTHBROOK, IL 60062

DATE: 01/25/2022

BOBBIE WHITAKER
3226 LIBBY RD NE
OLYMPIA WA 985062985

POLICY NUMBER: 648751761
EFFECTIVE DATE OF RENEWAL: 03/23/2022

Dear Policyholder,

Thank you for being a valued Allstate Insurance Company customer. We hope you are completely satisfied with everything Allstate has to offer.

We want to let you know about a change related to your policy. Please note that with this renewal offer, your current annual premium will be increasing. Please see the **Notice of Policy Conditional Renewal** accompanying this letter.

While we know this isn't welcome news, we also want you to know that there are ways you can help manage your insurance costs without sacrificing quality Allstate Insurance Company coverage. For example, some of the ways you may be able to maintain or even reduce your premium include:

- Reviewing your coverages and determining whether or not any changes are needed
- Adjusting your deductible

So we encourage you to contact your Allstate Insurance Company representative to discuss whether any of these suggestions will work for you.

We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®. Thank you for choosing Allstate Insurance Company.

Sincerely,

Customer Service

cc:

TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA WA 98506-4235
(360)753-6357

ALLSTATE INSURANCE COMPANY
2775 SANDERS ROAD
BUILDING D2W
NORTHBROOK IL 60062
NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

Producer: B0421

BOBBIE WHITAKER
3226 LIBBY RD NE
OLYMPIA WA 98506-2985

TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA WA 98506-4235

Policy No.: 648751761
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE
Date of Expiration: 03/23/2022; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following: you may see an increase in your premium.

The renewal premium is: \$2247

The premium is due on or before: 3/23/2022

Named Insured

BOBBIE WHITAKER
3226 LIBBY RD NE
OLYMPIA WA 98506-2985

Date Mailed:
23rd day of February, 2022

AUTHORIZED REPRESENTATIVE

Thank you for being a loyal Allstate Insurance Company customer – we're delighted to have you with us!

Dear Valued Customer,

Here's Your Allstate Business Insurance Renewal Offer

We're pleased to offer to continue your Allstate policy for another twelve months, so you can keep getting:

- Quality coverage at competitive prices
- Access to our knowledgeable, helpful agent network
- The peace of mind of knowing your insurance provider is one of the most experienced in the industry

What's In This Package?

This package contains your insurance documents, including your Renewal Declarations Page—which lists your coverages, coverage limits, premiums and any discounts you're receiving. You'll want to review the Declarations Page to make sure you're comfortable with the coverage choices you've made. Keep in mind that policy documents may change, so you should carefully review them at each renewal.

Your Billing And Renewing

We will send you a payment notice in a separate mailing, which will list several convenient payment options. Please mail your payment to us by the due date indicated to ensure that you're protected.

Renewing your coverage is simple—just make sure we receive the required premium payment when it's due.

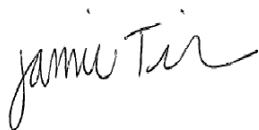
Have Questions?

Feel free to give your Allstate representative a call if you have any questions or if you see something that needs updating—coverages, limits, deductibles. Your Allstate representative will be happy to provide you with any additional information.

We Appreciate Your Business

Thank you for choosing Allstate. We appreciate the opportunity to help you protect what you have today and help prepare you for the future.

Sincerely,



Jamie Trish
President
Allstate Business Insurance
Allstate Insurance Company

Enclosures

XM CW 02 12 19

IMPORTANT NOTICE – PLEASE READ IT CAREFULLY

Important Notice

Rating Procedures and Practices

Many factors play a role in determining rates for insurance policies. In an effort to keep insurance costs as competitive as possible for the greatest number of policyholders, we consider the information contained in credit reports when determining our customers' insurance rates.

With this in mind, and as permitted by law, we considered your personal credit report as part of the rate determination for your sole proprietorship or individually owned company. Based on information contained in this credit report, your overall rate is not the lowest possible rate. But please rest assured that we are offering you the lowest rate we can based on the information available to us.

Our decision does not necessarily suggest a problem with your credit report, but it may be a good idea to check your report. In many instances, consumers must pay a fee to obtain a copy of their credit report. But because we've already ordered your report and made this decision, Section 612 of the Fair Credit Reporting Act entitles you to a free copy. You may request a free copy of your credit report from the consumer reporting agency that provided us with the report.

You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with the consumer reporting agency the accuracy or completeness of any information in the consumer report furnished by the agency. To take advantage of these rights, be sure to request a copy of your credit report within 60 days.

Please keep in mind that the consumer reporting agency did not decide that you do not qualify for the lower rate, so it will be unable to provide you with any specific reasons regarding our decision.

You may contact the consumer reporting agency at

Trans Union National Disclosure Center
2 Baldwin Place
PO Box 1000
Chester, PA 19022
Phone: (888) 503-0048

If you have any questions regarding this notice or your policy in general, please contact your Allstate representative.

Policy Number
648751761

COMMON POLICY DECLARATIONS
Allstate Insurance Company
2775 Sanders Road, Northbrook, IL 60062
A STOCK INSURANCE COMPANY

Item 1.	Named Insured and Mailing Address	Agent Name and Address
	BOBBIE WHITAKER 3226 LIBBY RD NE OLYMPIA WA 98506-2985	TERI BANGART INSURANCE AGENCY LLC 1226 STATE AVE NE OLYMPIA WA 98506-4235
Item 2.	Policy Period	From: 03-23-2022 To: 03-23-2023
	at 12:01 A.M., Standard Time at your mailing address shown above.	
Item 3.	Business Description: COMMERCIAL CLEANING	
	Form of Business: INDIVIDUAL	
Item 4.	In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.	
	This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
	Coverage Part(s)	Premium
	Commercial Property Coverage Part	
	Commercial General Liability Coverage Part	
	Crime and Fidelity Coverage Part	
	Commercial Inland Marine Coverage Part	
	Commercial Auto (Business or Truckers) Coverage Part	\$ 2,247.00
	Commercial Garage Coverage Part	
	Terrorism Risk Insurance Act Coverage	
	Total Policy Premium	\$ 2,247.00
Item 5.	Forms and Endorsements	
	Form(s) and Endorsement(s) made a part of this policy at time of issue:	
	See Schedule of Forms and Endorsements	

SEE THE IMPORTANT PAYMENT INFORMATION FORM FOR DETAILS ABOUT PAYMENT OPTIONS

Countersigned:

Date: 01-25-22

By: TERI BANGART INSURANCE AGENCY
Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Important Payment Information – Please Read Carefully.

Total Premium for the Policy Period

If you pay in installments*	\$2,247.00
If you pay in full (includes FullPay® Discount)**	\$1,990.00

Choose one of the following types of payment plans that best meets your needs:

- * **Pay in installments.** You will be sent a bill each month. The minimum amount due on each billing statement will include a \$6.00 installment fee. The installment fee may vary by payment method – see below. You can choose to pay more toward your premium, but the monthly installment fee will still apply.
- ** **Pay your premium in full and receive the FullPay® Discount.** The amount to pay in full is shown above and will appear on your initial invoice for renewals only. To qualify for this discount on a new business policy, the policy must be paid in full at the time the policy was bound/issued. To qualify for this discount on a renewal policy, the policy must be paid in full by the effective date of the policy. This discount is not applicable to Umbrella or Excess policies. Other restrictions may apply.

Ways to pay

- **Pay using the Allstate® Easy Pay Plan.** You can have the payment automatically deducted from your checking account using the Allstate® Easy Pay Plan. There is a \$1.00 installment fee for each Allstate® Easy Pay Plan payment. (You may be eligible for an Allstate® Easy Pay Plan discount – contact your Allstate representative.)
- **Pay using Recurring Credit Card (RCC).** You can have your payment automatically taken from your credit card each month with recurring credit card payments. There is a \$6.00 installment fee for each Recurring Credit Card payment.
- **Call or Visit your Allstate Agent or Send by Mail.** You may pay your bill by mail or contact your Allstate representative to pay using a one-time electronic check, check, credit or branded debit card.
- **On-Line Banking.** Be sure to enter [account number] as the account number and P.O. BOX 4344, Carol Stream, IL 60197-4344 as the payment address.

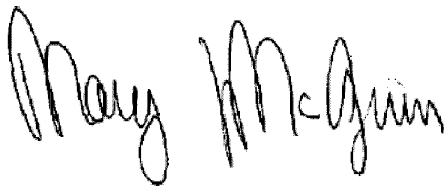
Note: If you are on Allstate® Easy Pay Plan or Recurring Credit Card your automatic deductions will be scheduled based on the payment plan currently applied to your policy. You must contact your agent to change your payment plan.

POLICY NUMBER: 648751761

MULTILINE
AM CW 02 11 09

WITNESS CLAUSE

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois



Mary Jovita McGinn

Secretary



Thomas J. Wilson

President

Countersigned by : TERI BANGART INSURANCE AGENCY , Authorized Representative

Your Allstate Agency

Allstate relies on thousands of local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies represent Allstate and provide numerous services to customers on its behalf. Agencies are paid a commission by the company for selling and servicing Allstate's insurance policies and may be eligible to receive additional compensation and rewards based on performance.

Policy Number
648751761

SCHEDULE OF FORMS AND ENDORSEMENTS

Allstate Insurance Company

Named Insured BOBBIE WHITAKER

Effective Date: 03-23-22
 12:01 A.M., Standard Time

Agent Name TERI BANGART INSURANCE AGENCY LLC

COMMON POLICY FORMS AND ENDORSEMENTS

DM CW 02	01-10	COMMON POLICY DECLARATIONS
XM CW 13	02-15	IMPORTANT PAYMENT INFORMATION
AM CW 02	11-09	WITNESS CLAUSE
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
IL 01 46	08-10	WASHINGTON COMMON POLICY CONDITIONS
IL 01 23	11-13	WASHINGTON CHANGES - DEFENSE COSTS
IL 01 98	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 03	09-08	CALCULATION OF PREMIUM

AUTOMOBILE FORMS AND ENDORSEMENTS

AA CW 01	10-12	AMENDATORY ENDORSEMENT
AA CW 10	10-11	AMENDATORY ENDORSEMENT
DA CW 01	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 20 01	10-13	ADDL INSD-LESSOR
CA 23 92	10-13	WASHINGTON EXCLUSION OF TERRORISM
CA 23 94	10-13	SILICA/SILICA-RELATED EXCL FOR COVRD AU
CA 01 35	10-13	WASHINGTON CHANGES
AA CW 20	10-11	BUSINESS AUTO ENHANCEMENT ENDORSEMENT CW
CA 21 34	10-13	WA UNDERINSURED MOTORISTS COVERAGE
CA 23 01	10-13	EXPLOSIVES
CA 23 45	11-16	PUBLIC LIVERY & ON-DEMAND DELIVRY EXCL
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 17	10-13	INDIVIDUAL NAMED INSURED

Important Notice – Customer-Requested Cancellation

When a mid-term cancellation request is made by the customer, an administrative fee may be applied, as allowed by applicable law.

Allstate Business Insurance follows industry standards for processing early cancellation requests.

Please refer to paragraph A.7. of the Common Policy Conditions (IL 01 46). If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Policies cancelled prior to the expiration date, by the first Named Insured, will be subject to an **administrative fee also known as a short-rate fee, as allowed by applicable law.**

*The following is an **example** of the administrative fee calculation, when the refund is less than pro rata:*

An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. Allstate will collect on the unearned premium (the premium that corresponds to the time period remaining on the policy).

Annual Policy Premium: \$1,200 30 days of coverage

Pro rata: .918 (365 days - 30 days coverage = 335 unearned days, divided by 365 days = .918)

Short-rate: .826 (pro rata .918 times .90 (10% short rate fee) = .826)

\$1,200 x .826 = \$991.00 Return Premium

WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
- b. The date of cancellation requested by the first Named Insured.

2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:

- a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:
 - a. You are an individual;
 - b. A covered auto you own is of the "private passenger type"; and
 - c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

 - a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
 - c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
 - d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:

- a. For Division Two – Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.

b. If:

- (1) You are an individual;
 - (2) A covered auto you own is of the "private passenger type";
 - (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
 - (4) The first Named Insured cancels;
- the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspection And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
- b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
- c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

2. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.**:

- a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS
 COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

5. Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for
 - (1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

The following provisions are added:

What Law Will Apply

This policy is issued in accordance with the laws of Washington and covers property or risk principally located in Washington. Subject to the following paragraph, any and all claims or disputes by an "insured" or between an "insured" and "us" in any way related to this policy shall be governed by the laws of Washington.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Washington, claims or disputes regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the "auto", covered "auto" "accident" or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs any and all lawsuits by an "insured" or between an "insured" and "us" in any way related to this policy shall be brought, heard and decided only in a state or federal court located in Washington. Any and all lawsuits against persons not parties to this lawsuit but involved the sale, administration, performance, or alleged breach of this policy, or involved in any other way with this policy, shall be brought, heard and decided only in a state or federal court located in Washington, provided that such persons are subject to or consent to being sued in the courts specified in this paragraph.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Washington, lawsuits regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may also be brought in the judicial district where that covered loss to the "auto," covered "auto" "accident," or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

All other policy terms, conditions, and exclusions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form
Motor Carrier Coverage Form

The following condition is added to the Common Policy Conditions:

Conditional Reinstatement

If we mail a cancellation notice because you didn't pay the required premium when due and you then tender payment by check, draft or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that Allstate will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: TOYOTA MOTOR CREDIT CORP PO BOX 105386 ATLANTA, GA USA 303485386	Named Insured: BOBBIE WHITAKER 3226 LIBBY RD NE OLYMPIA WA 98506-2985
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Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648751761			
<input type="checkbox"/> 1 -- Any Auto	<input type="checkbox"/> 2 -- Owned Autos Only	<input type="checkbox"/> 3 -- Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 -- Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 -- Owned Autos Subject to No Fault	<input type="checkbox"/> 6 -- Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 -- Specifically Described Autos	<input type="checkbox"/> 8 -- Hired Autos Only	<input type="checkbox"/> 9 -- Nonowned Autos Only	
Policy Effective Date : 03-23-2022		Policy Expiration Date: 03-23-2023	
Limits of Insurance:	\$1,000,000 Combined Single Limit (each accident)		
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
Interested Party Type: Additional Insured - Lessor			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.			
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			

Producer: TERI BANGART INSURANCE AGENCY LLC	
Authorized Representative:	
Date: 01-25-22	

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ALLSTATE CLAIM REPORTING

To report a claim on your Allstate Business Insurance policy, you may contact your agent for assistance or you may report your claim directly by contacting us at the following phone numbers.

To report a claim for:

Commercial Auto policies: 1(800) 255-7828

POLICY NUMBER: 648751761

COMMERCIAL AUTO

BUSINESS AUTO DECLARATIONS

ITEM ONE

PRODUCER:

TERI BANGART INSURANCE AGENCY LLC

NAMED INSURED: BOBBIE WHITAKER

MAILING ADDRESS: 3226 LIBBY RD NE
OLYMPIA, WA 98506-2985

POLICY PERIOD: From 03-23-2022 to 03-23-2023 at 12:01 A.M. Standard Time at your
mailing address shown above

PREVIOUS POLICY NUMBER: 648751761

FORM OF BUSINESS:

☐ CORPORATION ☐ LIMITED LIABILITY COMPANY ☒ INDIVIDUAL
☐ PARTNERSHIP ☐ OTHER _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception:

AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/>	ANNUALLY	<input type="checkbox"/>	SEMI-ANNUALLY	<input type="checkbox"/>	QUARTERLY	<input type="checkbox"/>	MONTHLY
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ENDORSEMENTS ATTACHED TO THIS POLICY:

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (IL 01 98 in Washington)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED _____ BY _____
(Date) (Authorized Representative)

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
COVERED AUTOS LIABILITY	7	\$1,000,000	Combined Single Limit Per Person/Per Occurrence Property Damage	\$ 1,498.00
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.		
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.		
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.		
AUTO MEDICAL PAYMENTS	7	\$ 5,000 EACH INSURED		\$ 14.00
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.		
UNINSURED MOTORISTS	7	\$1,000,000	Combined Single Limit Per Person/Per Occurrence Property Damage	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	\$1,000,000	Combined Single Limit Per Person/Per Occurrence Property Damage	\$ 251.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.		\$ 195.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.		
PHYSICAL DAMAGE COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.		\$ 289.00
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.		
TAX/SURCHARGE/FEE				
PREMIUM FOR ENDORSEMENTS				
*ESTIMATED TOTAL PREMIUM				\$ 2,247.00

*This policy may be subject to final audit.

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION		TERRITORY		Original Cost New		
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)		Town & State Where The Covered Auto Will Be Principally Garaged				
WA1	2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871		LACEY WA		\$25,055		
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
WA1	50	S	5,350	11	All Others	011990	
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
WA1	\$1,000,000	\$ 1,498					
Total Premium		\$ 1,498					

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS
	Limit Each Insured	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium	Limit	Premium	Premium
WA1	\$ 5,000	\$ 14			\$1,000,000		\$ 251
Total Premium		\$ 14					\$ 251
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement Premium
WA1	\$ 100	\$ 195			\$ 1,000	\$ 289	
Total Premium		\$ 195				\$ 289	

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
TOTAL HIRED AUTO PREMIUM			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
TOTAL HIRED AUTO PREMIUM			NOT APPLICABLE

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.		
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO.		
TOTAL HIRED AUTO PREMIUM				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL HIRED AUTO PREMIUM					
<p>Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.</p>					

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile or Farm Equipment -- Physical Damage Coverages						
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.				
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MIS-CHIEF OR VANDALISM.				
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DE-DUCTIBLE FOR EACH COVERED AUTO.				
TOTAL HIRED AUTO PREMIUM						
<p>For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.</p>						

ITEM FOUR**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Rental Period Rating Basis For Mobile Or Farm Equipment					
COVERAGE	TOWN AND STATE WHERE THE JOB SITE IS LOCATED	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL HIRED AUTO PREMIUMS					

ITEM FIVE**SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Op- erations And Other Than Social Service Agencies	Number Of Employees		
	Number Of Partners (Active and Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active and Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active and Inactive)		
TOTAL NON-OWNERSHIP COVERED AUTOS LIABILITY PREMIUM			NOT APPLICABLE

ITEM SIX**SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS**

Type Of Risk (Check one): <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
Rating Basis (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
Estimated Yearly (Check One): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage	
Premiums	
Covered Autos Liability	
Personal Injury Protection	
Added Personal Injury Protection	
Property Protection Insurance (Michigan Only)	
Auto Medical Payments	
Medical Expense And Income Loss Benefits (Virginia Only)	
Comprehensive	
Specified Causes Of Loss	
Collision	
Towing And Labor	

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

IMPORTANT NOTICE – PLEASE READ IT CAREFULLY

About Your Premium

The State of Washington requires all insurance companies that use individual insurance scores to help determine renewal premiums for personal insurance to (1) update this information no less often than once every three years, and (2) use this updated information when determining customer renewal premiums.

While these requirements do not apply to commercial lines of insurance, Allstate Business Insurance strives to be transparent about the use of credit in determining renewal premium for commercial insurance, and proactive in providing the best rates available to our customers. Accordingly, we have decided to obtain insurance scores at each renewal.

As a result, we're updating your information at this renewal and each renewal moving forward. This could cause a change in your premium. Because we use information from your credit report to help determine your insurance score, we'd like you to know that we reordered your credit report. **Your credit score is not affected by this reorder.**

If your credit report has changed, this could impact your insurance score, which could cause your renewal premium to either increase or decrease. If you have any questions, please contact your Allstate Agent.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** That are, or that are contained in any property that is:
 - (1)** Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2)** Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3)** Being stored, disposed of, treated or processed in or upon the covered "auto";
- b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1)** The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2)** The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a.** War, including undeclared or civil war;
- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

POLICY NUMBER: 648751761

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BOBBIE WHITAKER

Endorsement Effective Date: 03-23-22

SCHEDULE

Insurance Company: Allstate Insurance Company

Policy Number: 648751761

Effective Date: 03-23-2022

Expiration Date: 03-23-2023

Named Insured: BOBBIE WHITAKER

Address: 3226 LIBBY RD NE
OLYMPIA

WA

98506-2985

Additional Insured (Lessor): TOYOTA MOTOR CREDIT CORP
Address: PO BOX 105386
ATLANTA, GA USA 303485386

Designation Or Description 2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871
Of "Leased Autos":

Coverages	Limit Of Insurance
Covered Autos Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to **Covered Autos Liability Coverage:**

Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The **Employee Indemnification And Employer's Liability** Exclusion applies only to "bodily injury" to any "employee" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, the **Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

Employee Indemnification And Employer's Liability

This insurance does not apply to "bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing duties related to the conduct of the "insured's" business; or
- b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". A domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

B. Changes In Physical Damage Coverage

1. The lead-in to Paragraph B.1. in the Business Auto and Motor Carrier Coverage Forms and Paragraph F.3.a. in the Auto Dealers Coverage Form is replaced by the following:

We will not pay for "loss" caused directly or indirectly by any of the following:

2. The **Limit Of Insurance** provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following and supersedes any provision to the contrary:

We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:

- a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or
 - b. The amount by which the resale value of the "auto" is increased from the repair or replacement.
3. The following is added to the **Limit Of Insurance** provision:

We will not pay for a "loss" which is paid under Underinsured Motorists Coverage.

C. Changes In Garagekeepers Coverage

If Garagekeepers Coverage in the Auto Dealers Coverage Form is selected or if the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, then the exclusion which refers to declared or undeclared war or insurrection is replaced by the following:

We will not pay for "loss" arising directly or indirectly out of the following:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Changes In General Liability Coverages

With respect to the Auto Dealers Coverage Form:

1. Exclusion **2.d. Employee Indemnification And Employer's Liability** under Paragraph **A. Bodily Injury And Property Damage Liability** applies only to "bodily injury" to any "employee" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

2. With respect to "bodily injury" to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, Exclusion **2.d. Employee Indemnification And Employer's Liability** under Paragraph **A. Bodily Injury And Property Damage Liability** is replaced with the following:

d. Employee Indemnification And Employer's Liability Exclusion

This insurance does not apply to "bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:
 - (a) Employment by the "insured"; or
 - (b) Performing duties related to the conduct of the "insured's" business; or
- (2) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

3. Paragraphs **5.a.(1), (2) and (3)** of the **Who Is An Insured** provision apply only to "employees" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

4. With respect to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **5.a.** of the **Who Is An Insured** provision is replaced by the following:

- a. "Bodily injury" or "personal and advertising injury":

- (1) To you (if you are an individual), your partners (if you are a partnership), your members (if you are a limited liability company) or a fellow "employee" of the "insured" while in the course of his or her employment or while performing duties related to the conduct of your "auto dealer operations";

- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) above; or

- (3) Arising out of his or her providing or failing to provide professional health care services.

E. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

Neither we nor you shall be held to have waived any rights by any act relating to appraisal.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us for that payment. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
- b. We are entitled to a recovery only after the person or organization has been fully compensated for damages by another party.

3. The following is added to the **Legal Action Against Us** Condition:

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

D. Physical Damage Coverage for Temporary Substitute and Leased Autos

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

1. Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.
2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

In **SECTION II - LIABILITY COVERAGE**, the following changes are made:

Under **A. Coverage, Who Is An Insured**, the following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.
- e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply;
 - (1) If there is similar insurance provided to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under **A. Coverage, Coverage Extensions, Supplementary Payments**, subparagraphs (2) and (4) are replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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- (4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to \$500 a day because of time off from work.

Under **B. Exclusions, Fellow Employee**, the following paragraph is added:

But this exclusion does not apply to "bodily injury" to a fellow "employee" caused by any person whose position within the insured organization is at or above the level of manager or supervisor.

Coverage afforded by this provision is excess over any other collectible insurance.

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

Under **A. Coverage, Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**, the following is added:

If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Under **A. Coverage, Coverage Extensions**, the following is added:

c. Personal Effects Coverage

In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to \$500 for the personal effects which are:

1. owned by you; and
2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under **A. Coverage**, the following is added:

5. Lease and Loan Gap Coverage

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (5) Carry-over balances from previous loans or leases.

Under **D. Deductible**, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of its affiliates.

In **SECTION IV - BUSINESS AUTO CONDITIONS**, the following changes are made:

Under **A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss Condition**, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

Under **A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

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Under **B. General Conditions, Concealment, Misrepresentation Or Fraud**, the following is added:

This condition does not apply to any omission or failure to provide material facts if the omission or failure was unintentional.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured:

Endorsement Effective Date:

SCHEDULE

"Bodily Injury" And "Property Damage": \$1,000,000 **Each "Accident"**

Or

"Bodily Injury": **Each "Accident"**

This endorsement provides "bodily injury" and "property damage" Underinsured Motorists Coverage unless an "X" is entered below:

- ☐ If an "X" is entered in this box, this endorsement provides "bodily injury" Underinsured Motorists Coverage only for the following "autos":

Description Of "Autos":

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" or "property damage" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

- 1. The benefit of any insurer or self-insurer under any workers' compensation law or any similar disability benefits law.
- 2. The benefit of any insurer of property.
- 3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" any vehicle owned by that Named Insured or made available for that Named Insured's regular use that is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" any vehicle owned by that "family member" or available for that "family member's" regular use that is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" any vehicle owned by the Named Insured or made available for the Named Insured's regular use that is insured for Liability Coverage on a primary basis under any other Coverage Form or policy.
- 4. Property contained in or struck by any vehicle owned by or available for the regular use of the Named Insured or any "family member", if the Named Insured is an individual, which is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form.

- 5. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident" caused by a hit-and-run vehicle as described in Paragraph 5.d. of the definition of "underinsured motor vehicle". In all other cases, this insurance does not apply to the first \$100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- 6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 7. "Bodily injury" or "property damage" to an "insured" while operating or "occupying" a motorcycle or motor driven cycle which is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form.
- 8. Punitive or exemplary damages.
- 9. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in the Schedule or in the Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Personal Injury Protection Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The Conditions are changed for Washington Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this provision does not apply if failure to notify us does not prejudice our right to recover payment from the person legally responsible for the "accident".

3. **Legal Action Against Us** is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within one year after the date on which the cause of action accrues.

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail or certified mail with return receipt requested.

4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- (2) We also have a right to recover the advanced payment.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. We will pay all arbitration expenses. Arbitration expenses will not include the "insured's" attorney's fees or any expenses incurred in producing evidence or witnesses.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of the property of an "insured".
2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Suit" means a civil proceeding in which:
 - a. Damages because of "bodily injury" or "property damage"; or
 - b. A "covered pollution cost or expense" to which this insurance applies, are alleged."Suit" includes:
 - (1) An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed; or
 - (2) Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed.
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident"; or
 - b. For which liability bonds or policies apply at the time of the "accident", but the amount paid under all of the bonds or policies to an "insured" is not enough to pay the full amount an "insured" is legally entitled to recover as damages caused by the "accident"; or
 - c. For which all insuring or bonding companies deny coverage or are or become insolvent; or
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" or "property damage" with no physical contact with the "insured" or the vehicle the "insured" was "occupying" at the time of the "accident", provided:

(a) The facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having an underinsured motorists coverage claim as a result of such "accident"; and

(b) Someone reports the "accident" to the police within 72 hours of the "accident".

However, "underinsured motor vehicle" does not include any vehicle:

(1) For which the Covered Autos Liability Coverage of this Coverage Form applies. However, if the Named Insured is an individual and that Named Insured or any "family member" sustains damages while "occupying", or when struck by, an "auto" which is a covered "auto" for Covered Autos Liability Coverage under this Coverage Form, this exception to this definition of an "underinsured motor vehicle" does not apply to that Named Insured or any such "family member".

(2) Owned by a governmental unit or agency. This provision does not apply if the governmental unit or agency is unable to pay damages because of financial inability or insolvency.

6. Whenever the terms "uninsured motorists coverage" or "uninsured motor vehicle" appear in the Coverage Form or any endorsements attached to the Coverage Form, they are replaced by the terms "underinsured motorists coverage" and "underinsured motor vehicle" for covered "autos" licensed in, or "auto dealer operations" conducted in, Washington.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPLOSIVES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Covered Autos Liability Coverage is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance and On-demand Delivery Services

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

D. Changes In Uninsured And/OR Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
 - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
 - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

F. Additional Definitions

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
 - a. With drivers; or
 - b. With local vendors using drivers;for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

A. Changes In Covered Autos Liability Coverage

1. The Fellow Employee Exclusion does not apply to "bodily injury" to your or any "family member's" fellow "employees".

2. Personal Auto Coverage

If any "auto" you own of the "private passenger type" is a covered "auto" under **Covered Autos Liability Coverage**:

- a. The following is added to the **Who Is An Insured** provision:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph **2.b.** of this endorsement.

- b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".
- (2) Any "auto" furnished or available for your or any "family member's" regular use.
- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".
- (4) Any "auto", other than an "auto" of the "private passenger type", used by you or any of your "family members" while working in any other business or occupation.

- c. The Pollution Exclusion and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), do not apply to any covered "auto" of the "private passenger type".

- d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to "autos" registered or principally garaged in New York.

B. Changes In Physical Damage Coverage

Personal Auto Coverage

If any "auto" you own of the "private passenger type" is a covered "auto" under Physical Damage Coverage, a "non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$500.

C. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
3. When the phrase "private passenger type" appears in quotation marks it includes any covered "auto" you own of the pickup or van type not used for business purposes, other than farming or ranching.
4. "Non-owned auto" means any "private passenger type" "auto", pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member", while it is in the custody of or being operated by you or any "family member".

WASHINGTON INSURANCE IDENTIFICATION CARD

COMPANY NUMBER
19232

POLICY NUMBER
648751761

YEAR
2012

AGENCY/COMPANY ISSUING CARD
TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA, WA 98506-4235

COMPANY
Allstate Insurance Company

EFFECTIVE DATE
03-23-2022

MAKE/MODEL
TOYOTA TACOMA 4X4

☒ COMMERCIAL
☐ PERSONAL

EXPIRATION DATE
03-23-2023

VEHICLE IDENTIFICATION NUMBER
5TFUU4EN1CX046871

AGENCY TELEPHONE NUMBER: 360-753-6357

COMPANY TELEPHONE NUMBER: 1-800-255-7828

INSURED
BOBBIE WHITAKER
3226 LIBBY RD NE
OLYMPIA, WA 98506-2985

IDCARDWA 10-11
SEE IMPORTANT NOTICE ON REVERSE SIDE

WASHINGTON INSURANCE IDENTIFICATION CARD

COMPANY NUMBER
VOID

POLICY NUMBER
VOID

YEAR
VOID

AGENCY/COMPANY ISSUING CARD
VOID
VOID
VOID
VOID
VOID

COMPANY
VOID

EFFECTIVE DATE
VOID

MAKE/MODEL
VOID

☒ COMMERCIAL
☐ PERSONAL

EXPIRATION DATE
VOID

VEHICLE IDENTIFICATION NUMBER
VOID

AGENCY TELEPHONE NUMBER: VOID

COMPANY TELEPHONE NUMBER: 1-800-255-7828

INSURED
VOID
VOID
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VOID

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company
as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company
as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

CUSTOMER NUMBER: 1261179

RUN DATE: 01-25-22

TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA, WA 98506-4235

TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA, WA 98506-4235

IMPORTANT NOTICE ABOUT YOUR RENEWAL OFFER

ALLSTATE INSURANCE COMPANY
2775 SANDERS ROAD, SUITE D2W
NORTHBROOK, IL 60062

DATE: 01/25/2022

BOBBIE WHITAKER
3226 LIBBY RD NE
OLYMPIA WA 985062985

POLICY NUMBER: 648751761
EFFECTIVE DATE OF RENEWAL: 03/23/2022

Dear Policyholder,

Thank you for being a valued Allstate Insurance Company customer. We hope you are completely satisfied with everything Allstate has to offer.

We want to let you know about a change related to your policy. Please note that with this renewal offer, your current annual premium will be increasing. Please see the **Notice of Policy Conditional Renewal** accompanying this letter.

While we know this isn't welcome news, we also want you to know that there are ways you can help manage your insurance costs without sacrificing quality Allstate Insurance Company coverage. For example, some of the ways you may be able to maintain or even reduce your premium include:

- Reviewing your coverages and determining whether or not any changes are needed
- Adjusting your deductible

So we encourage you to contact your Allstate Insurance Company representative to discuss whether any of these suggestions will work for you.

We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®. Thank you for choosing Allstate Insurance Company.

Sincerely,

Customer Service

cc:

TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA WA 98506-4235
(360)753-6357

ALLSTATE INSURANCE COMPANY
2775 SANDERS ROAD
BUILDING D2W
NORTHBROOK IL 60062

NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

Producer: B0421

BOBBIE WHITAKER
3226 LIBBY RD NE
OLYMPIA WA 98506-2985

TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA WA 98506-4235

Policy No.: 648751761
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE
Date of Expiration: 03/23/2022; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following: you may see an increase in your premium.

The renewal premium is: \$2247

The premium is due on or before: 3/23/2022

Producer

TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA WA 98506-4235

Date Mailed:
23rd day of February, 2022

AUTHORIZED REPRESENTATIVE

Policy Number
648751761

COMMON POLICY DECLARATIONS

Allstate Insurance Company

2775 Sanders Road, Northbrook, IL 60062

A STOCK INSURANCE COMPANY

Item 1.	Named Insured and Mailing Address	Agent Name and Address
	BOBBIE WHITAKER 3226 LIBBY RD NE OLYMPIA WA 98506-2985	TERI BANGART INSURANCE AGENCY LLC 1226 STATE AVE NE OLYMPIA WA 98506-4235
Item 2.	Policy Period	From: 03-23-2022 To: 03-23-2023
	at 12:01 A.M., Standard Time at your mailing address shown above.	
Item 3.	Business Description: COMMERCIAL CLEANING	
	Form of Business: INDIVIDUAL	
Item 4.	In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.	
	This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
	Coverage Part(s)	Premium
	Commercial Property Coverage Part	
	Commercial General Liability Coverage Part	
	Crime and Fidelity Coverage Part	
	Commercial Inland Marine Coverage Part	
	Commercial Auto (Business or Truckers) Coverage Part	\$ 2,247.00
	Commercial Garage Coverage Part	
	Terrorism Risk Insurance Act Coverage	
	Total Policy Premium	\$ 2,247.00
Item 5.	Forms and Endorsements	
	Form(s) and Endorsement(s) made a part of this policy at time of issue:	
	See Schedule of Forms and Endorsements	

SEE THE IMPORTANT PAYMENT INFORMATION FORM FOR DETAILS ABOUT PAYMENT OPTIONS

Countersigned:

Date: 01-25-22

By: TERI BANGART INSURANCE AGENCY
Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Important Payment Information – Please Read Carefully.

Total Premium for the Policy Period

If you pay in installments*	\$2,247.00
If you pay in full (includes FullPay® Discount)**	\$1,990.00

Choose one of the following types of payment plans that best meets your needs:

*** Pay in installments.** You will be sent a bill each month. The minimum amount due on each billing statement will include a \$6.00 installment fee. The installment fee may vary by payment method – see below. You can choose to pay more toward your premium, but the monthly installment fee will still apply.

**** Pay your premium in full and receive the FullPay® Discount.** The amount to pay in full is shown above and will appear on your initial invoice for renewals only. To qualify for this discount on a new business policy, the policy must be paid in full at the time the policy was bound/issued. To qualify for this discount on a renewal policy, the policy must be paid in full by the effective date of the policy. This discount is not applicable to Umbrella or Excess policies. Other restrictions may apply.

Ways to pay

- **Pay using the Allstate® Easy Pay Plan.** You can have the payment automatically deducted from your checking account using the Allstate® Easy Pay Plan. There is a \$1.00 installment fee for each Allstate® Easy Pay Plan payment. (You may be eligible for an Allstate® Easy Pay Plan discount – contact your Allstate representative.)
- **Pay using Recurring Credit Card (RCC).** You can have your payment automatically taken from your credit card each month with recurring credit card payments. There is a \$6.00 installment fee for each Recurring Credit Card payment.
- **Call or Visit your Allstate Agent or Send by Mail.** You may pay your bill by mail or contact your Allstate representative to pay using a one-time electronic check, check, credit or branded debit card.
- **On-Line Banking.** Be sure to enter [account number] as the account number and P.O. BOX 4344, Carol Stream, IL 60197-4344 as the payment address.

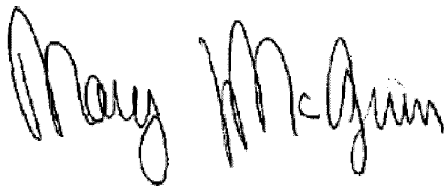
Note: If you are on Allstate® Easy Pay Plan or Recurring Credit Card your automatic deductions will be scheduled based on the payment plan currently applied to your policy. You must contact your agent to change your payment plan.

POLICY NUMBER: 648751761

MULTILINE
AM CW 02 11 09

WITNESS CLAUSE

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois



Mary Jovita McGinn
Secretary



Thomas J. Wilson
President

Countersigned by : TERI BANGART INSURANCE AGENCY , Authorized Representative

Policy Number
648751761

SCHEDULE OF FORMS AND ENDORSEMENTS

Allstate Insurance Company

Named Insured BOBBIE WHITAKER

Effective Date: 03-23-22
 12:01 A.M., Standard Time

Agent Name TERI BANGART INSURANCE AGENCY LLC

COMMON POLICY FORMS AND ENDORSEMENTS

DM CW 02	01-10	COMMON POLICY DECLARATIONS
XM CW 13	02-15	IMPORTANT PAYMENT INFORMATION
AM CW 02	11-09	WITNESS CLAUSE
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
IL 01 46	08-10	WASHINGTON COMMON POLICY CONDITIONS
IL 01 23	11-13	WASHINGTON CHANGES - DEFENSE COSTS
IL 01 98	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 03	09-08	CALCULATION OF PREMIUM

AUTOMOBILE FORMS AND ENDORSEMENTS

AA CW 01	10-12	AMENDATORY ENDORSEMENT
AA CW 10	10-11	AMENDATORY ENDORSEMENT
DA CW 01	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 20 01	10-13	ADDL INSD-LESSOR
CA 23 92	10-13	WASHINGTON EXCLUSION OF TERRORISM
CA 23 94	10-13	SILICA/SILICA-RELATED EXCL FOR COVRD AU
CA 01 35	10-13	WASHINGTON CHANGES
AA CW 20	10-11	BUSINESS AUTO ENHANCEMENT ENDORSEMENT CW
CA 21 34	10-13	WA UNDERINSURED MOTORISTS COVERAGE
CA 23 01	10-13	EXPLOSIVES
CA 23 45	11-16	PUBLIC LIVERY & ON-DEMAND DELIVRY EXCL
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 17	10-13	INDIVIDUAL NAMED INSURED

Important Notice – Customer-Requested Cancellation

When a mid-term cancellation request is made by the customer, an administrative fee may be applied, as allowed by applicable law.

Allstate Business Insurance follows industry standards for processing early cancellation requests.

Please refer to paragraph A.7. of the Common Policy Conditions (IL 01 46). If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Policies cancelled prior to the expiration date, by the first Named Insured, will be subject to an **administrative fee also known as a short-rate fee, as allowed by applicable law.**

*The following is an **example** of the administrative fee calculation, when the refund is less than pro rata:*

An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. Allstate will collect on the unearned premium (the premium that corresponds to the time period remaining on the policy).

Annual Policy Premium: \$1,200 30 days of coverage

Pro rata: .918 (365 days - 30 days coverage = 335 unearned days, divided by 365 days = .918)

Short-rate: .826 (pro rata .918 times .90 (10% short rate fee) = .826)

\$1,200 x .826 = \$991.00 Return Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

The following provisions are added:

What Law Will Apply

This policy is issued in accordance with the laws of Washington and covers property or risk principally located in Washington. Subject to the following paragraph, any and all claims or disputes by an "insured" or between an "insured" and "us" in any way related to this policy shall be governed by the laws of Washington.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Washington, claims or disputes regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the "auto", covered "auto" "accident" or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs any and all lawsuits by an "insured" or between an "insured" and "us" in any way related to this policy shall be brought, heard and decided only in a state or federal court located in Washington. Any and all lawsuits against persons not parties to this lawsuit but involved the sale, administration, performance, or alleged breach of this policy, or involved in any other way with this policy, shall be brought, heard and decided only in a state or federal court located in Washington, provided that such persons are subject to or consent to being sued in the courts specified in this paragraph.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Washington, lawsuits regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may also be brought in the judicial district where that covered loss to the "auto," covered "auto" "accident," or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

All other policy terms, conditions, and exclusions apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

POLICY NUMBER: 648751761

COMMERCIAL AUTO

BUSINESS AUTO DECLARATIONS

ITEM ONE

PRODUCER:

TERI BANGART INSURANCE AGENCY LLC

NAMED INSURED: BOBBIE WHITAKER

MAILING ADDRESS: 3226 LIBBY RD NE
OLYMPIA, WA 98506-2985

POLICY PERIOD: From 03-23-2022 to 03-23-2023 at 12:01 A.M. Standard Time at your
mailing address shown above

PREVIOUS POLICY NUMBER: 648751761

FORM OF BUSINESS:

☐ CORPORATION ☐ LIMITED LIABILITY COMPANY ☒ INDIVIDUAL
☐ PARTNERSHIP ☐ OTHER _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception:

AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/>	ANNUALLY	<input type="checkbox"/>	SEMI-ANNUALLY	<input type="checkbox"/>	QUARTERLY	<input type="checkbox"/>	MONTHLY
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ENDORSEMENTS ATTACHED TO THIS POLICY:

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (IL 01 98 in Washington)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED _____ BY _____
(Date) (Authorized Representative)

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
COVERED AUTOS LIABILITY	7	\$1,000,000	Combined Single Limit Per Person/ Per Occurrence Property Damage	\$ 1,498.00
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.		
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.		
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.		
AUTO MEDICAL PAYMENTS	7	\$ 5,000 EACH INSURED		\$ 14.00
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.		
UNINSURED MOTORISTS	7	\$1,000,000	Combined Single Limit Per Person/ Per Occurrence Property Damage	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	\$1,000,000	Combined Single Limit Per Person/ Per Occurrence Property Damage	\$ 251.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.		\$ 195.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.		
PHYSICAL DAMAGE COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.		\$ 289.00
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.		
TAX/SURCHARGE/FEE				
PREMIUM FOR ENDORSEMENTS				
*ESTIMATED TOTAL PREMIUM				\$ 2,247.00

*This policy may be subject to final audit.

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
WA1	2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871				LACEY WA		\$25,055
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
WA1	50	S	5,350	11	All Others	011990	
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
WA1	\$1,000,000	\$ 1,498					
Total Premium		\$ 1,498					

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS
	Limit Each Insured	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium	Limit	Premium	Premium
WA1	\$ 5,000	\$ 14			\$1,000,000		\$ 251
Total Premium		\$ 14					\$ 251
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement Premium
WA1	\$ 100	\$ 195			\$ 1,000	\$ 289	
Total Premium		\$ 195				\$ 289	

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
TOTAL HIRED AUTO PREMIUM			
<p>For "autos" used in your motor carrier operations, cost of hire means:</p> <ol style="list-style-type: none"> 1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein, 2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and 3. The total dollar amount of any other costs (<i>i.e.</i>, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others. 			

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
TOTAL HIRED AUTO PREMIUM			NOT APPLICABLE
<p>For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.</p>			

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.		
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO.		
TOTAL HIRED AUTO PREMIUM				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL HIRED AUTO PREMIUM					
<p>Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.</p>					

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile or Farm Equipment -- Physical Damage Coverages						
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.				
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.				
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DE- DUCTIBLE FOR EACH COVERED AUTO.				
TOTAL HIRED AUTO PREMIUM						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						

ITEM FOUR**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Rental Period Rating Basis For Mobile Or Farm Equipment					
COVERAGE	TOWN AND STATE WHERE THE JOB SITE IS LOCATED	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL HIRED AUTO PREMIUMS					

ITEM FIVE**SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Op- erations And Other Than Social Service Agencies	Number Of Employees		
	Number Of Partners (Active and Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active and Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active and Inactive)		
TOTAL NON-OWNERSHIP COVERED AUTOS LIABILITY PREMIUM			NOT APPLICABLE

ITEM SIX**SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS**

Type Of Risk (Check one): <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
Rating Basis (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
Estimated Yearly (Check One): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage	
Premiums	
Covered Autos Liability	
Personal Injury Protection	
Added Personal Injury Protection	
Property Protection Insurance (Michigan Only)	
Auto Medical Payments	
Medical Expense And Income Loss Benefits (Virginia Only)	
Comprehensive	
Specified Causes Of Loss	
Collision	
Towing And Labor	

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

IMPORTANT NOTICE – PLEASE READ IT CAREFULLY

About Your Premium

The State of Washington requires all insurance companies that use individual insurance scores to help determine renewal premiums for personal insurance to (1) update this information no less often than once every three years, and (2) use this updated information when determining customer renewal premiums.

While these requirements do not apply to commercial lines of insurance, Allstate Business Insurance strives to be transparent about the use of credit in determining renewal premium for commercial insurance, and proactive in providing the best rates available to our customers. Accordingly, we have decided to obtain insurance scores at each renewal.

As a result, we're updating your information at this renewal and each renewal moving forward. This could cause a change in your premium. Because we use information from your credit report to help determine your insurance score, we'd like you to know that we reordered your credit report. **Your credit score is not affected by this reorder.**

If your credit report has changed, this could impact your insurance score, which could cause your renewal premium to either increase or decrease. If you have any questions, please contact your Allstate Agent.

POLICY NUMBER: 648751761

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BOBBIE WHITAKER

Endorsement Effective Date: 03-23-22

SCHEDULE

Insurance Company: Allstate Insurance Company

Policy Number: 648751761

Effective Date: 03-23-2022

Expiration Date: 03-23-2023

Named Insured: BOBBIE WHITAKER

Address: 3226 LIBBY RD NE
OLYMPIA

WA

98506-2985

Additional Insured (Lessor): TOYOTA MOTOR CREDIT CORP
Address: PO BOX 105386
ATLANTA, GA USA 303485386

Designation Or Description 2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871
Of "Leased Autos":

Coverages	Limit Of Insurance
Covered Autos Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured:

Endorsement Effective Date:

SCHEDULE

"Bodily Injury" And "Property Damage":	\$1,000,000	Each "Accident"
Or		
"Bodily Injury":		Each "Accident"

This endorsement provides "bodily injury" and "property damage" Underinsured Motorists Coverage unless an "X" is entered below:

- ☐ If an "X" is entered in this box, this endorsement provides "bodily injury" Underinsured Motorists Coverage only for the following "autos":

Description Of "Autos":

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" or "property damage" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

- 1. The benefit of any insurer or self-insurer under any workers' compensation law or any similar disability benefits law.
- 2. The benefit of any insurer of property.
- 3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" any vehicle owned by that Named Insured or made available for that Named Insured's regular use that is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" any vehicle owned by that "family member" or available for that "family member's" regular use that is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" any vehicle owned by the Named Insured or made available for the Named Insured's regular use that is insured for Liability Coverage on a primary basis under any other Coverage Form or policy.
- 4. Property contained in or struck by any vehicle owned by or available for the regular use of the Named Insured or any "family member", if the Named Insured is an individual, which is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form.

- 5. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident" caused by a hit-and-run vehicle as described in Paragraph 5.d. of the definition of "underinsured motor vehicle". In all other cases, this insurance does not apply to the first \$100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- 6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 7. "Bodily injury" or "property damage" to an "insured" while operating or "occupying" a motorcycle or motor driven cycle which is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form.
- 8. Punitive or exemplary damages.
- 9. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in the Schedule or in the Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Personal Injury Protection Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The Conditions are changed for Washington Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this provision does not apply if failure to notify us does not prejudice our right to recover payment from the person legally responsible for the "accident".

3. **Legal Action Against Us** is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within one year after the date on which the cause of action accrues.

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail or certified mail with return receipt requested.

4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- (2) We also have a right to recover the advanced payment.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. We will pay all arbitration expenses. Arbitration expenses will not include the "insured's" attorney's fees or any expenses incurred in producing evidence or witnesses.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of the property of an "insured".
2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Suit" means a civil proceeding in which:
 - a. Damages because of "bodily injury" or "property damage"; or
 - b. A "covered pollution cost or expense" to which this insurance applies, are alleged."Suit" includes:
 - (1) An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed; or
 - (2) Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed.
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident"; or
 - b. For which liability bonds or policies apply at the time of the "accident", but the amount paid under all of the bonds or policies to an "insured" is not enough to pay the full amount an "insured" is legally entitled to recover as damages caused by the "accident"; or
 - c. For which all insuring or bonding companies deny coverage or are or become insolvent; or
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" or "property damage" with no physical contact with the "insured" or the vehicle the "insured" was "occupying" at the time of the "accident", provided:

(a) The facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having an underinsured motorists coverage claim as a result of such "accident"; and

(b) Someone reports the "accident" to the police within 72 hours of the "accident".

However, "underinsured motor vehicle" does not include any vehicle:

(1) For which the Covered Autos Liability Coverage of this Coverage Form applies. However, if the Named Insured is an individual and that Named Insured or any "family member" sustains damages while "occupying", or when struck by, an "auto" which is a covered "auto" for Covered Autos Liability Coverage under this Coverage Form, this exception to this definition of an "underinsured motor vehicle" does not apply to that Named Insured or any such "family member".

(2) Owned by a governmental unit or agency. This provision does not apply if the governmental unit or agency is unable to pay damages because of financial inability or insolvency.

6. Whenever the terms "uninsured motorists coverage" or "uninsured motor vehicle" appear in the Coverage Form or any endorsements attached to the Coverage Form, they are replaced by the terms "underinsured motorists coverage" and "underinsured motor vehicle" for covered "autos" licensed in, or "auto dealer operations" conducted in, Washington.

CUSTOMER NUMBER: 1261179

RUN DATE: 01-25-22

TERI BANGART INSURANCE AGENCY LLC
1226 STATE AVE NE
OLYMPIA, WA 98506-4235

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA, GA 30348-5386

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: TOYOTA MOTOR CREDIT CORP PO BOX 105386 ATLANTA, GA USA 303485386	Named Insured: BOBBIE WHITAKER 3226 LIBBY RD NE OLYMPIA WA 98506-2985
--	---

Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648751761			
<input type="checkbox"/>	1 -- Any Auto	<input type="checkbox"/>	2 -- Owned Autos Only
<input type="checkbox"/>	4 -- Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/>	5 -- Owned Autos Subject to No Fault
<input checked="" type="checkbox"/>	7 -- Specifically Described Autos	<input type="checkbox"/>	8 -- Hired Autos Only
		<input type="checkbox"/>	9 -- Nonowned Autos Only
Policy Effective Date : 03-23-2022		Policy Expiration Date: 03-23-2023	
Limits of Insurance:	\$1,000,000		Combined Single Limit (each accident)
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
Interested Party Type: Additional Insured - Lessor			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			

Producer: TERI BANGART INSURANCE AGENCY LLC	Date: 01-25-22
Authorized Representative:	

Includes copyrighted material of Insurance Services Office, Inc., with its permission

POLICY NUMBER: 648751761

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BOBBIE WHITAKER

Endorsement Effective Date: 03-23-22

SCHEDULE

Insurance Company: Allstate Insurance Company

Policy Number: 648751761

Effective Date: 03-23-2022

Expiration Date: 03-23-2023

Named Insured: BOBBIE WHITAKER

Address: 3226 LIBBY RD NE
OLYMPIA

WA

98506-2985

Additional Insured (Lessor): TOYOTA MOTOR CREDIT CORP
Address: PO BOX 105386
ATLANTA, GA USA 303485386

Designation Or Description 2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871
Of "Leased Autos":

Coverages	Limit Of Insurance
Covered Autos Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



Western Surety Company

JANITORIAL SERVICE BOND

Bond No. 71767977

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Bobbie Whitaker dba Bobbie & Amanda's Cleaning Service of 3226 LIBBY RD. N. E., OLYMPIA, WA 98506

(the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being TEN THOUSAND AND NO/100 DOLLARS (\$ \$10,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 24 day of March, 2016, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS (\$100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.



Western Surety Company

CUSTOMER/SUBSCRIBER ADDITIONAL INSURED RIDER

In the event that the Insured's Customer or Subscriber shall sustain a **direct** loss by reason of the fraudulent or dishonest act or acts (as defined in the section entitled Fraudulent or Dishonest Act) committed by the Insured; or any partner of the Insured, if a partnership; or any member of the Insured, if a limited liability company; then and only then, the Insured shall be considered an Employee and the Customer or Subscriber an additional Insured, subject to all terms and conditions thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 24 day of March, 2016, at 12:00 o'clock night, standard time.

Attached to and forming part of bond No. 71767977, issued by WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA, to Bobbie Whitaker dba Bobbie & Amanda's Cleaning Service.

Signed this 25 day of March, 2016.



WESTERN SURETY COMPANY

By

Paul T. Bruflat, Senior Vice President

CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053

Fax 1-605-335-0357

www.cnasurety.com

Email: uwservices@cnasurety.com

DATE: March 24, 2016	AGENT CODE: 46 18703
TO: C E M X Teri Bangart 1718 4th Ave. E. Olympia, WA 98506	Fax: 360-753-6346
ATTENTION:	NUMBER OF PAGES: 1
FROM: Underwriting Services, Northeast Service Team	
RE: Bond #71767977 - Bobbie Whitaker Db a Bobbie & Amanda's Cleaning Service \$10,000.00 - Janitorial Service Company Code: 601 - Western Surety Company	

We received the information you submitted through facsimile. Thank you for thinking of CNA Surety.

We are pleased to handle your request. Your client can expect to receive the bond in the mail soon.
The annual premium assigned to this risk is \$114.82.

If you have any questions, please contact our office.

Consider making your payment through CNA Surety ePay. Pay for your bond/policy premium online using your own credit/debit card or ACH at your convenience 24 hours a day. Simply go to: onlinepay.cnasurety.com and follow the easy-to-use prompts. You can pay your bill in minutes, saving you time and money.

IMPORTANT NOTICE

The information contained in this communication may contain confidential and/or privileged information and is intended for the sole use of the intended recipient. If you are not the intended recipient, you are hereby notified that any unauthorized use, disclosure, distribution or copying of this communication is strictly prohibited and that you will be held responsible for any such unauthorized activity, including liability for any resulting damages. As appropriate, such incident(s) may also be reported to law enforcement. If you received this communication in error, please reply to the sender and destroy or delete this communication including any attachments. Thank you.



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