

**INSURANCE PROPOSAL FOR
Laramie County**



Prepared for:
RAY GALLEGOS
HUB INTERNATIONAL MOUNTAIN STATES, LTD.

Policy Effective Periods:
Package # Q-109405: 7/13/2019 - 7/14/2019
Prepared on: 5/29/2019

Prepared by: Nichole Karst, AAI - Senior Underwriter

K&K Insurance Group, Inc.
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TERMS & CONDITIONS

1) Proposal expires 30 days from date on page 1 of this proposal or the expiration of your current policy, whichever is first.

"Please be advised that Counter and/or Starter checks without a coded check number, are not an acceptable form of payment. These should be replaced with an Official Bank Check, Cashier's Check or Money Order."

2) Acceptance of this proposal (ie: any request to bind insurance pursuant to the terms of this proposal) must be made in writing and must be received by K&K prior to the expiration of this proposal (please sign and return the premium summary "authorization to bind" page of this proposal to bind coverage).

3) Certificates of insurance will need to be collected by the insured from all contracted services; naming the insured as additional insured;

4) Coverage Minimum Premiums and/or Fully Earned Minimum Premiums - see individual coverage pages attached.

Account billing will be: Producer/Agency

Payment Terms: 100% Down

DUE PRIOR TO BINDING (PRECONDITIONS TO BINDING):

1) Must receive signed Terrorism Selection form(s) prior to binding indicating the insured's choice to purchase or reject coverage.

2) Must receive signed and dated Premium Summary page.

DUE WITHIN 30 DAYS OF COVERAGE EFFECTIVE DATE

INSURANCE PROPOSAL FOR Laramie County

BROKER TERMS & CONDITIONS:

PREMIUM:

*Producer shall be primarily liable to K&K for all premiums whether or not Producer collects such premiums from the insured. All premiums net of commission collected by Producer are premium trust funds and the property of K&K and the applicable insurer and shall be deposited by Producer in a separate trust account.

COMMISSIONS:

*In the event return premium becomes due to the insured for any reason. Producer shall promptly pay K&K or the insured commissions previously paid or allowed on such return premium at the same rate at which commission was originally allowed to Producer.

Quote Type	Quote Number	Commission
Package	Q-109405	10.00%

LICENSE:

*I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits required in order to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain, and will maintain, errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items.

*Producer is responsible for filing Surplus Lines tax and fees (if applicable).

AUTHORITY:

*Producer acknowledges and agrees that Producer is not the agent of K&K, but is agent only of the insured. Except as specifically authorized in writing by K&K, Producer has no authority to issue quotes, to accept or bind risks or coverages, or to issue binders, policies, endorsements or certificates of insurance. Nor does Producer have authority to adjust or handle claims on behalf of K&K or the applicable insurer.

PRODUCER'S WRITTEN REQUEST TO K&K TO BIND INSURANCE SHALL CONSTITUTE ACCEPTANCE BY PRODUCER ON PRODUCER'S OWN BEHALF OF THE INSURED OF ALL OF THE TERMS AND CONDITIONS IN THIS QUOTATION.

K&K Insurance Group, a division of Aon, is acting as a Managing General Agent (MGA) as the term is defined in Section 616.015(14) of the Florida Insurance Code. As an MGA, we are acting on behalf of the companies/carriers listed within this proposal.

INSURANCE PROPOSAL FOR Laramie County

PREMIUM SUMMARY

(PREMIUM DOES NOT REFLECT OPTIONS OR CHANGES MADE TO ORIGINAL PROPOSAL)

Coverage	Premium	Bind
General Liability	\$2,500	<input type="checkbox"/> Yes <input type="checkbox"/> No

*Check Coverage Pages as some premiums may be fully earned.

Total Premium without Terrorism \$2,500.00

Total Terrorism Premium 4.00

Total Premium with Terrorism Premium \$2,504.00

Admitted Taxes and Surcharges \$0.00

Workers Compensation Taxes \$0.00

Excess Taxes/Surcharges \$0.00

Total Premium with TRIA & Taxes/Fees \$2,504.00

PRODUCER/CLIENT AUTHORIZATION TO BIND COVERAGE

After careful review of your proposal dated 5/29/2019, we have decided to accept your proposal and would like to bind the coverages indicated above with an effective date of 7/13/2019. In addition, I understand that K&K now sends policies via email.

☒ I agree to receive my policies at email address: mvoss@laramiecounty.com

Linda M Heath
Signature

6/12/19
Date

ATTESTED BY Debra K. Jee

I authorize K&K to send me future correspondence regarding insurance products and services: ☐ Yes ☐ No

This insurance proposal contains the premium for which you applied. Any additional types of insurance coverage desired, but not specifically quoted in the proposal, such as Property, Auto, Inland Marine and/or Excess Liability, etc. must be specifically requested by your K&K representative and a fully completed and signed application would need to be submitted to your K&K representative for evaluation. Actual coverages are detailed in the policy of insurance and are always subject to all terms, provisions, conditions, and exclusions as contained therein. You should not rely upon this generalization summary, but should consult the actual policy for a complete description and details regarding coverage.

FATCA Notice: Please go to AON.com/FATCA to obtain the appropriate W-9.

INSURANCE PROPOSAL FOR Laramie County

LOCATIONS

Location Schedule

Quote : Carrier :

Location #	Address	City	State	Zip Code
001	3967 Archer Parkway	Cheyenne	WY	82009

INSURANCE PROPOSAL FOR Laramie County

COMMERCIAL GENERAL LIABILITY

Company: National Casualty Company-Admitted

Coverage	Limit
General Aggregate Limit	None
Products/Completed Ops. Aggregate	\$5,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage To Premises Rented To You	\$300,000
Medical Expense	Excluded

General Liability - Additional Coverages:

Transmissible Pathogens \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
 Cyber Privacy & Client Identity Theft \$10,000 Per Person / \$100,000 Aggregate
 CGL Broadening Coverage Endorsement (see summary attached)
 Crisis Response \$25,000 Each Occurrence / \$25,000 Aggregate Limit

Notable Exclusions:

Including but not limited to: Asbestos; Nuclear Energy Liability; War Liability; Pollution with Hostile Fire Exception; Employment Related Practices; Fungi or Bacteria (or state approved form); Silica or Silica-Related Dust; Fireworks (unless specifically endorsed); Lead (as approved in applicable states); Access or Disclosure of Confidential or Personal Information and Data Related Liability with Limited Bodily Injury Exception (as approved in applicable states); Racing or Stunting of Autos, Motorcycles, Snowmobiles, Watercraft or Powerboats; Mechanical Amusement Rides and/or Bungee Jumping Operations (unless specifically endorsed). Activities Participants excluded for LLP coverage include the following: Arm Wrestling, Bobsled, Box Lacrosse, Boxing, Bungee Jumping, Cage-Fighting, Cliff Diving, Cricket, Cycling, Extreme Running Events (i.e.: Mud Runs, Warrior Runs, Urbanathon), Football, Hang Gliding, Horse Racing, Ice Hockey, Jai Alai, Luge, Kick Boxing, Motorsports, Mud Volleyball, Orienteering, Parachuting, Rafting, Rodeos, Roller Derby, Rugby, Scuba Diving, Skiing, Sky Diving, Surfing, Triathlon, Wind Surfing, Wrestling.

General Liability - Notes/Notable Forms/Terms & Conditions:

AI-Designated Persons or Organizations; AI-Lessors of Leased Equipment-Automatic When Required by Written Contract.

NOTE: Total premium is 90% earned as of the last day of the festival with the remainder earned at expiration.

Coverage applies to: Rodeo on 7/13/19.

Deductible Per Occurrence : NONE

This coverage is not auditable

GENERAL LIABILITY PREMIUM Subtotal:

\$2,500

FULLY EARNED MINIMUM PREMIUM:

\$2,500

INSURANCE PROPOSAL FOR Laramie County

EXHIBITORS OR VENDORS

Please note that K&K requests all professional and non-professional exhibitors/vendors have Commercial General Liability Insurance including Products Liability coverage. If an exhibitor/vendor provides a current Certificate of Insurance, they will not need to be listed as an additional insured on the policy. However, exhibitors/vendors that do not provide evidence of coverage can be listed "Additional Insureds" and submitted to K&K for approval prior to the event.

NOTE: If not already a standard procedure, insurance requirements should be made a part of the contract signed between the Fair, Festival or Event Promoter and all exhibitors/vendors..

The per exhibitor/vendor cost for adding as an Additional Insured will be:

Exhibitors/Vendors: \$65 each

(Any vendor with more than one booth will be charged an additional \$ 33 for each additional booth.)

NOTE: Concessionaires/Exhibitors, which require K&K underwriting approval and additional premium prior to acceptance, are as follows:

Dunking Booths	Petting Zoo
Pony Rides	Game Booths

Not all exhibitors or vendors may qualify for this program. Below is a partial listing of ineligible exhibitors or vendors. All submissions are subject to underwriting:

Ear Piercing Booths	Tattoo Parlors (Permanent)
Haunted Houses	Inflatable Amusement Devices
Stroller or Wheel Chair Rentals	Exotic Animals
National Companies/Chain Stores	Metallic Balloons
Organ Grinders	Medical Tests
Medical Exams	Blood Tests
Liquor Stands	Mechanical Rides
Motorsports Activities	Fireworks and Weapons

Please complete the attached form to add vendors.

This insurance proposal contains the premium quotations for which you applied. Any additional types of insurance coverage desired, but not specifically quoted in the proposal, such as property, auto, inland marine and/or excess liability etc...must be specifically requested of your K&K representative and a fully completed and signed application would need to be submitted to your K&K representative for evaluation. Actual coverages are detailed in the policy of insurance and is always subject to all terms, provisions, conditions, and exclusions as contained therein. You should not rely upon this generalized summary, but should consult the actual policy for a complete description and details regarding coverage.

INSURANCE PROPOSAL FOR Laramie County

GENERAL LIABILITY BROADENING ENDORSEMENT SUMMARY

Damage to Premises Rented to You - The limit has been increased to \$300,000 or the amount indicated on the Declaration Page. The damage to premises rented to you limit applies to all damage proximately caused by the same event whether such damage results from fire, lightning, explosion, smoke and leaks from sprinklers or any combination.

Newly Acquired or Formed Organizations – now have a 180 day reporting period.

Supplementary Payments - Limit for cost of bail bonds is increased to \$2,500 and the maximum daily payment for loss of earnings has been increased to \$500.

Non-Owned Watercraft - Expanded coverage for watercraft up to 58' in length.

Expected/Intended Injury - Exclusion no longer applies to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

Definition of Bodily Injury - Now includes mental anguish, mental injury, shock, fright, humiliation, emotional distress, or death resulting from bodily injury, sickness or disease.

Unintentional Errors or Omissions - Coverage is now provided for any unintentional error or omission with description of or failure to, completely describe any premises or operations intended to be covered by the coverage part will not invalidate or affect coverage for those premises or operations.

Waiver of Right of Recovery - We waive all rights of recovery when required by a written contract and executed prior to the date of the "occurrence".

Knowledge or Notice of Occurrence - Amended to read "Knowledge of occurrence, offense, claim or suit, by the agent, servant or employee of an insured shall not in itself constitute your knowledge unless one of your officers, managers or partners has received notice of the occurrence offense, claim or suit". Failure by an agent, servant or employee of an insured (other than an officer, manager, or partner) to notify us of an occurrence will not be constituted as failure to comply with this condition.

Personal and Advertising Injury Redefined - Amended to include any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication or material that slanders or libels a person or organization's goods, products or services or violates a person's right of privacy. The definition is amended to provide consequential "bodily injury" arising out of malicious prosecution or abuse of process.

Emergency Real Estate Consultant Fee - Provides up to \$25,000 in any one policy year for any realtor's fee or real estate consultant's fee required by the Named Insured's need to relocate due to imminent danger of loss of life or harm to occupants of the Named Insured's premises scheduled on the Declarations.

Identity Theft Expense - Reimbursement up to \$25,000 to any present director or officer of the Named Insured for expenses incurred as the direct result of any Identity Theft occurring, discovered and reported during the policy period.

Key Individual Replacement Expenses - Expenses up to \$50,000 per policy year incurred by the Named Insured to replace the Chief Executive Officer or Executive Director if that officer or director suffers injury during the policy period which results in the loss of life during the policy period.

Lease Cancellation Moving Expenses - Expenses up to \$2,500 incurred when moving is made necessary by the cancellation of a lease at premises occupied by the Named Insured and described in the Declarations.

Temporary Meeting Space - Reimbursement of expenses up to \$25,000 in any one policy year from the rental of temporary meeting space required for meeting with parties who are not insured under this policy due to the temporary unavailability of the Named Insured's Primary office space caused by the failure of a climate control system, or leakage of a hot water heater during the policy period.

Terrorism Travel Reimbursement - Reimbursement of Emergency Travel Expenses up to \$25,000 in any one policy year incurred by a director or officer of the Named Insured due to the occurrence of a "Certified Act of Terrorism."

Workplace Violence Counseling - Reimbursement up to \$25,000 in any one policy year for expenses you incur for the counseling of employees of the Named Insured when that counseling is necessary due to an incident of "Workplace Violence."

INSURANCE PROPOSAL FOR Laramie County

National Casualty Company POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of \$4 . I understand that the federal Terrorism Risk Insurance program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate.
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

<u>Linda M Heath</u> Policyholder/Applicant's Signature	Laramie County Named Insured/Firm
<u>Linda M Heath</u> Print Name	TBD Policy Number, if available
<u>6/12/19</u> Date	

ATTESTED BY Debra K. Lee

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