AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SMITH & ENRIGHT LANDSCAPING, INC.

THIS AMENDMENT NO. 2 to Standard Agreement No. A-15934 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Smith & Enright Landscaping, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15934 with County on July 21, 2022 (hereinafter, "Agreement") to provide landscape and open maintenance services (hereinafter, "services") for County Service Area (CSA) 15 – Toro Park & Serra Village (hereinafter, "CSA 15"), under Request for Proposals (RFP) #10835, through July 14, 2025, with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed $146,670; and

WHEREAS, the Agreement was amended by the Parties on June 13, 2025 (hereinafter, "Amendment No. 1", including Exhibit A-1, Landscape Maintenance Pricing Schedule) to update various provisions, to update the CONTRACTOR's Landscape Maintenance Pricing Schedule, effective July 15, 2025, to extend the term for one (1) additional year through July 14, 2026, and to increase the amount by $53,330 which resulted in a total not to exceed amount of $200,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties agree that the CONTRACTOR's Landscape Maintenance Pricing Schedule in Exhibit A-1 of the Agreement remains valid through July 14, 2026 and requires an update effective July 15, 2026; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the CONTRACTOR's Landscape Maintenance Pricing Schedule, effective July 15, 2026, and to extend the term for one (1) additional year to July 14, 2027 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 2.0, "Payments Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1 and A-2, subject to the limitations set forth in this Agreement.

2. Amend the first sentence of Section 3.01 under Paragraph 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from July 15, 2022 to July 14, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-2, Landscape Maintenance Pricing Schedule", effective July 15, 2026.

4. In all places within the Agreement, any reference to "Exhibit A-1, Landscape Maintenance Pricing Schedule" of the Agreement is hereby replaced with "Exhibit A-2, Landscape Maintenance Pricing Schedule", effective July 15, 2026.

5. Amend the sixth paragraph of Section 9.04, "Other Requirements", of Paragraph 9.0, "Insurance Requirements", to read as follows:

   Workers' Compensation Insurance Waiver of Subrogation:
   The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

6. All other terms and conditions of the Agreement remain unchanged and in full force.

7. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Chief Contracts and Procurement Officer

Signed by:
By: Tom Skinner
30F2300D718745F...

Its: Actiing Chief Contracts & Procurement Officer
(Print Name and Title)

Date: 7/10/2026 | 1:11 PM PDT

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

Signed by:
By: Michael J. Whilden
DFE7548E578A47B...
Michael J. Whilden
Deputy County Counsel

Date: 7/9/2026 | 1:56 PM PDT

Approved as to Fiscal Provisions
Enedina Garcia, Auditor-Controller

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...

Its: Patty Ruiz / Auditor Controller Analyst I
(Print Name and Title)

Date: 7/10/2026 | 8:51 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel

By: ______________________
David Bolton
Risk Manager

Date: ______________________

CONTRACTOR*

Smith & Enright Landscaping, Inc.

Signed by:
By: Selena Herrin
313BC21CA58A4C5...

Its: Selena Herrin, President
(Print Name and Title)

Date: 7/9/2026 | 12:25 PM PDT

Signed by:
By: Selena Herrin
313BC21CA58A4C5...

Its: Selena Herrin, Secretary
(Print Name and Title)

Date: 7/9/2026 | 12:25 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

EXHIBIT A-2 – LANDSCAPE MAINTENANCE PRICING SCHEDULE

Effective July 15, 2026

ITEM	JOB DESCRIPTION	FREQUENCY	TOTAL COST
1.1	Mini-Park Maintenance	Weekly October, November, March, April, May, June, July, August and September Bi-Weekly December, January, and February	$1,550.00 per month $1,550.00 per month
		Subtotal	$18,600.00
1.2	Maintenance of Greenbelt and Open Space Areas	Four (4) times per year: March, May, June, and October *(Dates may be adjusted depending on seasonal conditions)*	$7,275.00 per month
		Subtotal	$29,100.00
1.3	Maintenance of Sidewalks and Plant Materials along Portola Drive	Four (4) times per year: March, May, June, and October *(Dates may be adjusted depending on seasonal conditions)*	$1,350.00 per month
		Subtotal	$5,400.00
1.4	Maintenance of Toreador Median Island	Four (4) times per year: March, May, June, and October *(Dates may be adjusted depending on seasonal conditions)*	$165.00 per month
		Subtotal	$660.00
1.5	Sidewalk Weed Control Through Chemical Application	One (1) time per year: March *(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)*	$1,850.00 per month
		Subtotal	$1,850.00
1.6	Turf Fertilization	Two (2) times per year: April and October *(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)*	$1,120.00 per month
		Subtotal	$2,240.00
1.7	Irrigation System Maintenance	As Needed upon County's Request. Based on an Hourly Labor Rate of $85	$20,000.00
		Subtotal	$20,000.00
		TOTAL COST	**$77,850.00**

SMIT&EN-02 KKAMENSKI

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/6/2026

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

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

PRODUCER License # 0C32169
Rancho Mesa Insurance Services, Inc.
2355 Northside Drive Suite 200
San Diego, CA 92108

CONTACT NAME:
PHONE (A/C, No, Ext): (619) 937-0164 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : Oak River Insurance Company	34630
INSURER C : The Hanover Insurance Company	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Smith & Enright Landscaping, Inc.
540 Work Street, Suite C
Salinas, CA 93901

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	47-GLO-330426-03	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	47-CAO-330427-03	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			47-UMO-330428-03	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	SMWC669584	10/1/2025	10/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Rented/Leased Equip			IH3 J514632 02	10/1/2025	10/1/2026	Ded. $1,000 - Limit	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: OPERATIONS OF THE NAMED INSURED AS CERTIFICATE HOLDERS INTEREST MAY APPEAR.
COUNTY OF MONTEREY / CONTRACTS/ PURCHASING IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY AND AUTO LIABILITY PER ATTACHED FORMS. PRIMARY AND NON-CONTRIBUTORY WORDING APPLIES WITH REGARDS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY PER THE ATTACHED FORMS. WAIVER OF SUBROGATION APPLIES WITH REGARDS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION PER THE ATTACHED FORMS.

CERTIFICATE HOLDER

COUNTY OF MONTEREY / CONTRACTS/ PURCHASING DIVISION
168 W. ALISAL ST., 3RD FLOOR
SALINAS, CA 93901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01AM: **October 1, 2025**
Forms a part of Policy Number: **47-GLO-330426-03**
Issued to: **Smith & Enright Landscaping, Inc**
By: **Berkshire Hathaway Specialty Insurance Company**

AMENDMENT TO CONDITIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY

I. Paragraph **2.b**. under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us in writing as soon as practicable.

Written notice should be mailed, delivered, faxed or e-mailed to us at the addresses or phone numbers provided in the Declarations of this policy.

II. Paragraph **8.** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair these rights and must help us enforce them.

Any recoveries will be applied as follows:

a. Any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;

b. We then will be reimbursed up to the amount we have paid; and

c. Lastly, any person or organization, including the insured that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

If, prior to the time of an “occurrence”, you waive any right of recovery against a specific person or organization for injury or damage as required under an “insured contract”, we will also waive any rights we may have against such person or organization.

III. The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Violation of Economic or Trade Sanctions

If coverage for a claim or "suit" under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or "suit" will be null and void.

Change in Control

If during the policy period:

a. The first Named Insured designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

b. Any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first Named Insured designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to "bodily injury" and "property damage" that occur prior to the effective date of such transaction and "personal and advertising injury" that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for "bodily injury" or "property damage" that occurs on or after the effective date of such transaction and "personal and advertising injury" that takes place on or after the effective date of such transaction if the Named Insured notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the Named Insured fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the Named Insured shown in Item 1. of the Declarations or the end of the "policy period", whichever is earlier.

The provisions of paragraph **5.** shall only apply to transactions with third parties not under control or ownership of the Named Insured on the inception date of this policy.

Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

Knowledge of Occurrence

With respect to any loss reporting requirements under this policy, it is understood and agreed that knowledge of an "occurrence" or claim by an agent, servant or "employee" of yours or any other person shall not in itself constitute knowledge by you, unless a manager in your risk management department or legal department or a corporate officer of yours shall have received notice from said agent, servant, "employee" or any other person.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: **October 1, 2025**
Forms a part of Policy No.: **47-GLO-330426-03**
Issued to: **Smith & Enright Landscaping, Inc**
By: **Berkshire Hathaway Specialty Insurance Company**

AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL RETAINED LIMIT LIABILITY INSURANCE POLICY

I. The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your "project(s)" away from premises owned by or rented to you.

II. As used in this endorsement, "project(s)" means the work for which the "Named Insured" is responsible pursuant to a contract between the "Named Insured", as the contractor or sub-contractor, and an owner, developer or general or sub-contractor.

III. If "Named Insured" is not defined in this policy, "Named Insured" shall mean the Named Insured Designated in the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:	**October 01, 2025**
Forms a part of Policy No.:	**47-CAO-330427-03**
Issued to:	**Smith & Enright Landscaping, Inc.**
By:	**Berkshire Hathaway Specialty Insurance Company**

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – COVERED AUTOS LIABILITY COVERAGE

I. Subparagraph **A.1. Who is an Insured** is amended to include the following:

The following will qualify as a Named Insured if there is no similar insurance available to that organization, regardless of whether the limits of such insurance are exhausted:

a. Any incorporated subsidiary in which you maintain ownership or majority interest on the effective date of the Policy.

b. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the Policy period, whichever is earlier; and

(2) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

No person or organization will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

II. Subparagraph **A.1. Who is an Insured** is amended to include the following:

d. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor; and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

e. Any person or organization to whom you become obligated to include as an additional insured under this Policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this Policy, but only with respect to liability covered by the terms of this Policy, arising out of the use of a covered "auto" you own, hire or borrow. However, the insurance provided herein will not exceed the lesser of:

(1) The coverage and/or limits of this Policy, or

(2) The coverage and/or limits required by said contract or agreement.

f. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

g. Your "employee" while operating an "auto" hired or rented under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

h. Any of your "executive officers" or his or her spouse, while a resident of the same household using a covered "auto" described below.

For the purposes of this Paragraph **h.**, a covered "auto" for Liability Coverage is any "auto" you don't own, hire or borrow while being used by your "executive officer" or by his or her spouse while a resident of the same household except:

(1) Any "auto" owned by that "executive officer" or a member of that person's household; or

(2) Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, or repairing or parking "autos".

We will provide coverage to this "insured" equal to the broadest coverage applicable to any covered "auto" you own that is covered by this Policy. Any coverage provided to this "insured" is excess over any other valid and collectible insurance.

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

Subparagraph **A.2.a Supplementary Payments** is deleted and replaced with the following:

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,500 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 $300 a day because of time off from work.

(5) All 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.

III. Exclusion **B.5. Fellow Employee** is deleted and replaced with the following:

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.

But this exclusion does not apply if you have workers' compensation insurance in force covering all of your "employees". Coverage provided under this exception is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE

I. Paragraph **A. Coverage** is amended to include the following Coverage:

Auto Lease Gap

If a long-term leased "auto" is a covered "auto" and the lessor is named in the Policy as a loss payee, we will pay in the event of a total "loss" the unpaid amounts due on the lease for the covered "auto" at the time of the "loss", less:

1. Overdue or any deferred lease 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 lease; and

5. Carry-over balances from previous leases.

The following has been added to the Other Insurance Condition:

The insurance provided by this Auto Loan/Lease GAP Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

II. Subparagraph **A.4. Coverage Extensions** is deleted and replaced with the following:

a. Transportation Expenses

We will pay up to $60 per day to a maximum of $2,000 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. Hired Auto Physical Damage Coverage

(1) 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:

(a) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(b) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(c) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $1,000 per accident.

(2) Loss to Hired Auto

For Hired Auto Physical Damage, we will pay for “loss” to an “auto” you rented or hired without a driver, under a written rental contract or agreement. We will pay for “loss” if caused by:

(a) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;

(b) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(c) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

We will provide coverage equal to the broadest coverage applicable to any covered “auto” you own that is covered by this Policy. However, the most we will pay for "loss" to any hired "auto" is:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property;

whichever is smallest, minus the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) This extension of coverage does not apply to any “auto” you hire 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.

c. Expense for Stolen Auto Return

We will pay up to $10,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered “auto”.

III. Exclusion **B.3** is deleted and replaced with the following:

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

a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not apply to accidental discharge of an airbag.

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”.

IV. Paragraph **D. Deductible** is deleted and replaced with the following:

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 prior to the application of the Limit of Insurance, provided that:

1. The Comprehensive or Specified Cause of Loss Coverage deductible applies only to “loss” caused by:
    a. Theft or mischief or vandalism; or
    b. All Perils
2. Regardless of the number of covered “autos” damaged or stolen, the maximum deductible applicable for all “loss” in any one event caused by:
    a. Theft or mischief or vandalism; or
    b. All Perils,

will be equal to five times the highest deductible applicable to any one covered “auto” on the Policy for Comprehensive or Specified Cause of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered “autos” were damaged or stolen in the “loss”.

However, no deductible applies to glass breakage if the glass is repaired rather than replaced.

If another Policy or coverage form issued by us or any company that controls, is controlled by, or is under common control with us, applies to the same “accident”, the following applies:

1. If the deductible under this Policy is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Policy is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

SECTION IV - BUSINESS AUTO CONDITIONS

I. Subparagraph **A.2.a.** is deleted and replaced with the following:

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.

This condition applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An officer or insurance manager, if you are a corporation.

Your failure to give first report of a claim to us shall not invalidate coverage under this Policy if the loss was inadvertently reported to another insurer. However, you shall report any such “accident”, claim, “suit” or “loss” to us within a reasonable time once you become aware of such error.

II. Subparagraph **A.5. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

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.

However, we waive any right of recovery we may have against any person or organization with whom you have a written contract executed prior to the “loss” that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

III. Subparagraph **B.2. Concealment, Misrepresentation Or Fraud** is deleted in its entirety and replaced with the following:

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 conceal or misrepresent 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.

Any unintentional failure by you or any “insured” to provide accurate and complete representations as of the inception of the Policy will not prejudice the coverages afforded by this Policy. However, you must report such error or omission to us as soon as practicable after its discovery.

IV. Subparagraph **B.5.b.** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS

I. Definition **C.** “Bodily injury” is deleted and replaced with the following:

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

All other terms and conditions of the Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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 is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of $350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
Job Description	**Waiver Premium (prior to adjustments)**
All CA Operations	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/1/2025 Policy No.: SMWC669584 Endorsement No.:

Insured: Smith & Enright Landscaping, Inc. Premium $

Insurance Company: Oak River Insurance Company

Countersigned by ______________________________________