

**CONTRACT AGREEMENT FOR WALWORTH COUNTY
ANIMAL CONTROL SERVICES 2007-2009**

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Agreement is hereby made between Walworth County (County) and the Lakeland Animal Welfare Society, Inc. (LAWS) as set forth below according to the following terms and conditions:

1. Services Provided by LAWS - Lost or Stray Animals

- A. LAWS shall operate an animal shelter for care and shelter of stray, lost, abandoned and neglected animals. The shelter shall be open to the public and shall accept stray, lost or abandoned animals from 12:00 p.m. to 5:00 p.m., Monday through Friday, and from 11:00 a.m. to 4:00 p.m. on Saturday, except in cases of inclement weather or natural disaster. Care and shelter provided by LAWS shall be consistent with the requirements of Wis. Stats. 951.13 and 951.14.
- B. LAWS shall provide personnel to answer telephone calls regarding lost, stray, abandoned or neglected animals from 10:00 a.m. to 5:00 p.m., Monday through Friday, and from 11:00 a.m. to 4:00 p.m. on Saturday. LAWS will provide paging service of an animal control officer or designee 24 hours each day, seven days per week.
- C. LAWS shall provide an animal control vehicle to pick-up animals from 12:00 p.m. to 5:00 p.m., Monday through Friday, and from 11:00 a.m. to 4:00 p.m. on Saturday, for those stray and abandoned animals which are confined within municipal holding areas in Walworth County or confined by Walworth County constituents. Request for same day pick-up must be received at the Shelter by 3:00 p.m. of that day.

- D. LAWS staff shall:
1. Attempt to notify owners/guardians of lost or stray animals personally by telephone or by mail, as soon as possible if the owner/guardian is known or can be ascertained with reasonable effort; and
 2. Check local newspapers having general circulation in the community to determine if an animal is advertised which answers the description of an animal in the shelter.
- E. LAWS shall make every effort to provide care and shelter for stray animals for seven (7) days. LAWS shall provide proper shelter, food, water, care and humane treatment for all stray animals during the holding period. An injured stray may be held at a veterinary clinic within Walworth County if LAWS is unable, despite good faith efforts, to provide shelter, food, water, care and humane treatment for the animal. After the holding period, LAWS shall determine the disposition of animals - euthanasia or holding for an additional period for possible placement with responsible owners/guardians.
- F. Provide holding facilities and care for stray canine and feline rabies suspects pending final determination of the disease.
- G. Provide redemption, during business hours, of stray animals. An owner/guardian redeeming an animal must meet the following requirements:
1. Provide proof of or prepay for the mandatory rabies inoculation.
 2. Provide proof of current license, when applicable.
 3. Pay LAWS the established redemption and boarding fees:
 - a. \$20 for felines and canines picked up and/or admitted during business hours. An additional fee of \$40 will be charged for animals admitted outside business hours.
 - b. \$10 per night board fee plus inoculation costs for canines, \$7 per night plus inoculation costs for felines, and \$1 per night for each exotic bird or other animal.
 - c. Actual daily costs will be charged for livestock.
 - d. If it is a repeat pick-up and/or admission, there is an additional \$25 fee charge multiplied by the number of the repeat pick-ups or admissions.
 - e. Boarding fee is increased to \$25 per night after notification of owner in person or by mail, personal service, or other applicable statutory method.
 - f. Inoculation fee for canines is \$10.
 - g. Inoculation fee for felines is \$10.

4. LAWS may establish revised redemption and boarding fees, as appropriate, during the period of this contract and forward notification to Walworth County as specified in Section 9.

- H. Provide a database on all incoming, missing, lost and found animals that are reported to the Shelter, outgoing stray animals and the people associated with each animal as well as their contact information. Provide reports of animals on hand, in foster care and adopted, on a monthly basis, to Walworth County personnel as specified in Section 9.

- I. Provide adoption services for animals unclaimed by owners. Evaluate the animals for temperament and health prior to adoption. Provide the following health services to be included in the adoption fee charged to the prospective new owner/guardian:
 1. For Dogs:
 - a. Spay/neuter
 - b. First DHLPP Inoculation
 - c. Bordatella Inoculation
 - d. Heartworm test
 - e. Fecal Flotation test
 - f. Microchip registration

 2. For Cats:
 - a. Spay/neuter
 - b. First FVRCP Inoculation
 - c. Bordatella Inoculation
 - d. Feline Leukemia/FIVtest
 - e. Fecal Flotation test
 - f. Microchip registration

It is understood by the parties that LAWS currently provides the adoption services described in this paragraph (I), and that the provision of these services constitutes an important part of the consideration for the decision by the County to enter into this agreement. However, failure by LAWS to provide any of the services described in this paragraph (I) shall not, by itself, be grounds for termination of this agreement.

2. Payment by County for Animal Control and Adoption Services

In exchange for the services set forth above, the County, shall pay to LAWS, in quarterly installments, the sums identified as follows for fiscal years 2007 through 2009:

<u>Year</u>	<u>Annual Contract</u>	<u>Quarterly Payments</u>
2007	\$113,500	\$28,375
2008	\$117,000	\$29,250
2009	\$120,500	\$30,125

In addition, the County will turn over in 2007, 2008 and 2009 the dog license fees generated in the preceding year, payable under Wis. Stats. 174.09(2), on March 1, 2008, March 1, 2009 and March 1, 2010. Such payment shall be subject only to the following deductions:

- A. Expenses as necessarily incurred by the County in purchasing and providing books, forms and other supplies required in administering of the dog license law,
- B. Expenses incurred by the County under 'Wis. Stats. 95.21(4)(b) and (8), and
- C. Claims paid by the County to the owners of domestic animals because of damages done by dogs.

It is expressly understood that LAWS may charge prospective owners/guardians an adoption fee, and that payment by the County of the amount set forth in this paragraph is not intended to cover the cost of the adoption services offered by LAWS.

3. Services Provided by LAWS - Animals Subject to Seizure

The County and LAWS shall work together to provide cost-effective and humane care and shelter for any animal taken into custody under Wis. Stats., Chapters 951, 173 and 95.21(4)(a). LAWS shall provide the services of a State of Wisconsin certified Humane Officer for the purposes of investigating complaints of animal neglect or cruelty in Walworth County. The Walworth County Board of Supervisors shall designate the LAWS nominee as Humane Officer for Walworth County, if the individual possesses mandatory qualifications.

LAWS shall telephone the County representative named in Section 9 of this Agreement whenever LAWS has reason to believe that animals are being subjected to cruel and inhumane treatment and are likely to be subject to seizure. In the event that animals are seized due to neglect, cruelty or inhumane treatment, the parties agree as follows:

- A. If an animal is being mistreated in potential violation of Chapter 951 of the Wisconsin Statutes, the District Attorney's office requests that the Humane Officer for Walworth County contact local law enforcement. Local law enforcement shall accompany the Humane Officer to the site where the animal is located.
- B. Photos shall be taken of mistreated animals as defined in Section 3(A) and a veterinarian shall conduct an examination of the animal. The Humane Officer shall transmit the law enforcement report, the Humane Officer's report, the photos of the animal, and the veterinarian's report to the District Attorney's office and the county representative named in Section 9. The District Attorney's office will notify the Walworth County Corporation Counsel office if the animal is needed for trial purposes.
- C. The District Attorney's office and the Corporation Counsel's office will work together in an attempt to receive restitution, when appropriate.

- D. If the Humane Officer determines that an animal needs to be seized:
1. The Humane Officer shall immediately attempt to have the owner sign a letter stating that the owner no longer wishes to have the animal. See Sec. 173.13(3)(c) Wis. Stats.
 2. If the Humane Officer is unable to locate the owner, the Humane Officer shall make a reasonable effort to notify the owner, in writing, that the animal has been seized. The notice may be mailed and a copy left where the animal was located. The notice shall explain how the animal may be recovered and the procedure, if the animal is not returned to the owner. See Sec. 173.13(3)(b) Wis. Stats. A copy of authorized language is attached as Exhibit A. Any revisions to the language shall be reviewed and authorized by the Walworth County Corporation Counsel's office.
 3. If the animal is not abandoned, stray, a dog not tagged, an animal not licensed, or if the animal is delivered by a veterinarian, the Humane Officer shall inform the owner that the animal will be considered unclaimed after a period of 7 days, pursuant to Section 173.19 of the Wisconsin Statutes.
 4. If the animal is unclaimed after notification, the Humane Officer will provide written notice of terminated rights to the owner within two (2) business days. The notice shall contain the amount due to Walworth County for care, custody and treatment of confiscated animal(s). A copy of authorized language is attached as Exhibit B.
 5. The Humane Officer shall notify Walworth County of any animal seizure and provide a copy of all written notices issued pursuant to Section 3D to the county representative within forty-eight (48) hours, pursuant to Section 9 of this Agreement. Failure to notify the county representative as specified above shall constitute a waiver by LAWS to reimbursement as specified under Section 4.
- E. LAWS shall provide or contract for the provision of veterinary care for the animals taken into custody.
- F. If the Humane Officer believes that the animals should be moved as a part of a non-emergency seizure, the Humane Officer shall inform the County representative of the location of the animal(s).
- G. LAWS shall be the provider of first resort of care and shelter for canines and felines in Walworth County. In the event that LAWS is unable due to crowding to provide care and shelter for canines and felines in a seizure case, LAWS shall

promptly so inform the County and shall obtain alternative care and shelter at the most cost-effective rate available.

- H. The parties agree that reasonable efforts shall be made by the Humane Officer to work with the owner of animals alleged to be abused or neglected to improve their treatment so that seizure does not become necessary. The parties agree that, in making the decision regarding removal of animals following seizure, the potential harm to the animals and cost from the move shall be weighed against the harm to the animals and cost associated with keeping them at their current location.
- I. The County shall work with the District Attorney's office in expediting criminal charges under Chapter 951, Wis. Stats. The County shall request that owners of animals be charged for their care and shelter as a condition of bond under s. 173.23 Wis. Stats. The County shall be solely responsible for prosecuting any restitution payable by an owner by court order, plea agreement, or otherwise. The County shall pay for care and shelter of the animals for a maximum of fourteen (14) days following a conviction under Chap. 951, Wis. Stats. Prior to a conviction under Chap. 951, Wis. Stats. LAWS shall not release the animals to anyone except by Order of the Court or upon direction from the Walworth County District Attorney's Office.
- J. In determining the adoption of seized animals, LAWS may prohibit the former owner or others residing with the former owner from adopting the animals. LAWS shall not otherwise unreasonably condition the adoption of seized animals.

4. Payment by County for Care and Shelter of Seized Animals

In exchange for providing care to those animals taken into custody pursuant to Wis. Stats., Chapter 951, the County shall reimburse LAWS as follows, until the animal is deemed unclaimed pursuant to Wis. Stat. s.173.23(6) or released by the Court or District Attorney's Office:

- A. Canines — \$10 per day per animal
- B. Felines — \$7 per day per animal
- C. Equines — no less than \$10 per day per animal, nor more than \$17 per day per animal, based on actual costs
- D. Birds, chickens, ducks, geese and reptiles — \$1 per day per animal, or actual cost if less than \$1 per day

Payment for any animal taken into custody other than those specified above shall be reimbursed based on actual costs. In addition to the amounts specified above for care, the county shall pay actual veterinary expenses incurred by LAWS for each animal, not to exceed \$150 per animal. LAWS shall provide detail of such costs, including the type of animal, place where care provided, number of days in care, rate for board, rate for feed, other expenses and purpose, and actual veterinary expenses and purpose of expense. The County shall make reimbursement within forty-five (45) days of submission of invoice and detail.

5. Payment Dispute Resolution

In the event of a dispute as to the invoice amount or detail, the County shall escrow the disputed portion of the payment in a separate ledger account. Disputes shall be referred to the Walworth County Corporation Counsel's office on behalf of the County. The Corporation Counsel's office shall meet with LAWS representatives within ten(10) business days of notification of a dispute, and shall attempt in good faith to resolve the dispute. In the event that the dispute is not resolved at the first step, it shall be referred to the Walworth County Executive Committee and the LAWS Board of Directors. In the event that the dispute cannot be resolved at the third step, it shall be subject to arbitration by a panel of three (3) persons - one chosen by the County, one by LAWS and the third by the first two. The decision of the panel shall be final and binding. Interest on any unpaid amount ultimately awarded to LAWS shall be in an amount ordered by the arbitrators. Each party shall bear its own costs and expenses of the arbitration. The arbitrators' fees shall be split evenly between the parties.

6. No Exclusivity

Nothing in the Agreement limits LAWS from establishing, governing and providing other services to the general public. However, it is specifically understood, by the parties hereto, that only the above-referred to services are required to be performed in order for LAWS to be designated as the animal control agency and obtain the payment specified above.

7. Term and Termination

The term of this agreement shall be for three years, commencing on January 1, 2007 and terminating on December 31, 2009. Either party may terminate this Agreement upon ninety (90) days written notice if the other party fails to honor this Agreement or for any other reason permitting or requiring termination under the Wisconsin Statutes or Administrative Code. Notification of termination shall be made in writing to the contact persons specified in Section 9 of this Agreement and shall specify the basis for termination.

In the event of such termination, the County's only obligation to LAWS is to pay, pursuant to this contract:

- A. For any unbilled services rendered or expenses incurred by LAWS,
- B. For any unpaid statements for services and expenses rendered prior to the effective date of the termination, and
- C. An amount of money intended to approximate a pro-rata share of the dog license fund at the time of termination, calculated on the basis of the total amount of the dog license fund collected in the year preceding the year of termination, divided by 365 and multiplied by the number of days elapsed in the year at the time of termination. The parties agree that the payment from the dog license fund in the event of early termination of this agreement is not subject to the timeliness provisions of Section 4 or the dispute resolution provisions of Section 5 of this agreement.

8. Insurance/Limitation of Liability/Indemnity

LAWS shall procure and keep in force a policy of liability insurance in the amount of \$1,000,000 naming Walworth County, its employees, elected officials, representatives and members of Walworth County Boards or commissions as additional insureds. A copy of the certificate of insurance is attached hereto and made part hereof as Exhibit C. The County shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by LAWS or by any persons whatsoever may at any time is acting as an agent or employee of LAWS, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of LAWS, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. LAWS shall indemnify County against all claims, liability, loss or damages whatsoever on account of any such loss, injury, death, or damage. This paragraph shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of County, its agents or employees.

9. Communications Between the Parties

All communications related to this Agreement shall be to the persons listed below or to such other persons that the parties may specify in writing:

LAWS: Kristen Perry, Shelter Manager
Lakeland Animal Shelter
PO Box 1000
Elkhorn, WI 53121
Phone (262) 723-3866; Fax (262) 724-1001

Bryan Olson, President,
Lakeland Animal Welfare Society, Inc.
PO Box 1000
Elkhorn, WI 53121
Phone (262) 723-1000; Fax (262) 724-1001

Walworth County: Nicki Andersen, Deputy County Administrator-Finance
Walworth County Finance Department
100 W. Walworth, PO Box 1001
Elkhorn, WI 53121
Phone (262) 741-4242; Fax (262) 741-4384

10. Savings Clause/Entire Agreement

This writing constitutes the entire Agreement between the parties with respect to the subject matter described herein and no statement, representation or promise with regard to this Agreement shall be binding upon the parties unless in writing and signed by both parties. The captions, lettering and numbering contained in this agreement are for the convenience of the parties and shall have no independent meaning. This Agreement is the product of informed negotiations by and between the parties, both of whom are represented by counsel. This Agreement shall not be construed as having been drafted by or against any party.

(Signature page follows.)

Dated this 20th day of October, 2006.

Walworth County

By: *Kimberly S. Bushey*
Kimberly S. Bushey, County Clerk

Date: 11/3/06

Corporation Counsel
Approved as to Form:

By: *A A B O*
Corporation Counsel

Date: 10/24/06

Finance Department
Review and Approval:

By: *N. Andersen*
Nicki Andersen, Deputy County Administrator-Finance

Date: 10/20/06

K. W.
LAKELAND ANIMAL WELFARE SOCIETY, INC.

Date: 11/14/06

Finance Department	
Bond Project	Yes <input type="radio"/> No <input checked="" type="radio"/>
Funding Available	<input checked="" type="radio"/> Yes <input type="radio"/> No
Account Number:	<u>001-1901-6118</u>
Comments:	<u>Funds are incl in 2007 proposed budget.</u>
Authorized By:	<u><i>P. Watson</i></u>
Date:	<u>10/26/2006</u>

Exhibit A

LAKELAND ANIMAL WELFARE SOCIETY, INC.
P.O. BOX 1000
ELKHORN, WI. 53121
262-723-1000
FAX: 262-723-1001

Date

To Whom It May Concern:

You are hereby notified that your animal(s) has/have been seized under Wisconsin State Statute 951, Crimes against Animals. Be it also known that under Wis. State Statute 173.19 you are hereby given 7 days from the date of this notice to put forth a claim of ownership of the seized animal(s), and in so doing must pay all fees associated with the cost of custody, care and treatment (Wis. State Statute 173.15). Failure to claim seized animal(s) within 7 days will result in the forfeiture of animal(s) to the Lakeland Animal Welfare Society, Inc.

You may seek return of the animal by petitioning for an order from the circuit court for Walworth County if you feel that your animal has been wrongfully taken into custody (Wis. State Statute 173.22).

If you have any questions regarding the removal of your animal(s), you may contact me at the phone number listed above.

Signature

Humane Officer
Walworth County
Lakeland Animal Welfare Society, Inc.

Exhibit B

LAKELAND ANIMAL WELFARE SOCIETY, INC.
P.O. BOX 1000
ELKHORN, WI. 53121
262-723-1000
FAX: 262-723-1001

Date

Name

Address

City, State Zip

Re: [Type of Animal(s)/Animal Name(s)]

Dear _____:

This letter is to inform you that as of the above date, your rights have been terminated concerning the above mentioned animal(s). By ignoring my notice to you dated _____ and by failing to seek the return of the animal(s) by petitioning the Walworth County Circuit Court for the return (Wis. State Statute 173.22), the animal(s) has/have become an unclaimed animal(s) (Wis. State Statute 173.19) and is/are now the property of the Lakeland Animal Welfare Society, Inc.

You were previously notified that your [identify type of animal(s)] had been removed for the following violations of Wisconsin's Crimes Against Animals, Chapter _____ ([specify title of Chapter]).

As of [date] , your fee for the cost of care, custody and treatment of the above mentioned animal(s) is \$ and is to be made payable to:

Walworth County
Attention: Finance Department
100 W. Walworth Street
PO Box 1001
Elkhorn, WI 53121

This matter is now concluded where the Lakeland Animal Shelter is concerned.

Signature

Humane Officer
Walworth County
Lakeland Animal Welfare Society, Inc.

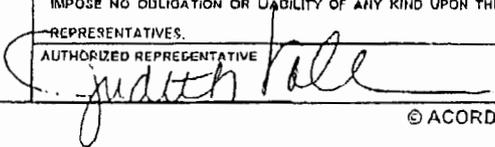
ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/12/2006
PRODUCER Johannesen-Tarrar Inc. 512 E. Walworth Avenue P.O. Box 347 Delavan, WI 53115	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Lakeland Animal Welfare Society, Inc. P.O. Box 1000 Elkhorn, WI 53121	INSURERS AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0719813	02/28/2006	02/28/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 500,000 MED EXP (ANY ONE PERSON) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOR AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOM <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUS: <input type="checkbox"/> TOPLIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Walworth County Attn: Teresa, Purchasing P.O. Box 1001 Elkhorn, WI 53121	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.