



STILTRI-04

WFOSTER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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 The Mahoney Group - Chandler 2625 W Geronimo Place, Suite 350 Chandler, AZ 85224	CONTACT NAME: <b>Natali Roque</b>	
	PHONE (A/C, No, Ext): <b>(623) 215-1306</b> FAX (A/C, No): <b>(480) 730-4929</b>	
	E-MAIL ADDRESS: <b>nroque@mahoneygroup.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Hudson Insurance Company</b>	<b>25054</b>
INSURED  Stillaguamish Tribe of Indians PO Box 277 3322 236th St. NE Arlington, WA 98223	INSURER B : <b>Hudson Excess Insurance Company</b>	<b>14484</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		NACL0111505	1/1/2025	1/1/2028	EACH OCCURRENCE \$ <b>10,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>10,000,000</b> GENERAL AGGREGATE \$ <b>10,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>10,000,000</b> \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		NACL0111505	1/1/2025	1/1/2028	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X		NAE114904	1/1/2025	1/1/2028	EACH OCCURRENCE \$ <b>15,000,000</b> AGGREGATE \$ <b>15,000,000</b> \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	OBHPTH251684562	1/1/2025	1/1/2028	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>5,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>5,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Snohomish County and its officers, elected officials, employees, and agents are to be covered as additional insureds.

**APPROVED***By Sheila Barker at 8:22 am, May 21, 2025*

## CERTIFICATE HOLDER

## CANCELLATION

Snohomish County Property Management  
Department of Conservation and Natural Resources  
3000 Rockefeller Avenue M/S 404  
Everett, WA 98201

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

*Sheila Barker*



Endorsement No.:	1
This Endorsement attaches to and forms part of Policy No.:	NACL01115-05
In the name of:	Stillaguamish Tribe of Indians
Policy Effective Date:	1/1/2025

ENDORSEMENT
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This Endorsement attaches to and forms part of Policy No. NACL01115-05

In the name of: Stillaguamish Tribe of Indians (See Schedule of Named Assureds)

Effective date of this Endorsement is 12:01 AM, 4/16/2025

In consideration of the premium charged, it is hereby agreed and understood below forms are amended, attached and made part of the policy.

Endorsement - Designated Additional Assured  
Primary and Non-Contributory

All other terms and conditions remain unchanged.



**Endorsement No.:** 1  
**This Endorsement attaches to and forms part of Policy No.:** NACL01115-05  
**In the name of:** Stillaguamish Tribe of Indians (See Schedule of Named Assureds)  
**Effective date of this Endorsement is 12:01 a.m.,** April 16, 2025

## ENDORSEMENT - DESIGNATED ADDITIONAL ASSURED

Additional "Assured" status is granted to the following scheduled entity listed below. The entity is an additional "Assured" under this policy, but only for liability arising out of the premises and operations of the Named Assured while acting by or on behalf of the Named Assured.

Status as an Additional Assured	Name and Address of Additional Assured
<input type="checkbox"/> Political Subdivision	
<input type="checkbox"/> Railroad	
<input type="checkbox"/> Lessor	
<input type="checkbox"/> Loss Payee/Mortgagee	
<input type="checkbox"/> Property Owner	
<input type="checkbox"/> Golf Mobile User	
<input type="checkbox"/> Watercraft User	
<input type="checkbox"/> Real Estate Manager	
<input type="checkbox"/> Railroad	
<input type="checkbox"/> Assured Status Required by Designated Contract	
<input checked="" type="checkbox"/> Other-Describe: <u>Additional Assured</u>	<b>Snohomish County, its officers, officials, employees and agents</b> <b>RE: Habitat Restoration</b>

This additional "Assured" status only applies to coverage provided by:

1. Insuring Agreement A - General Liability including Contractual Liability, Products and Completed Operations Liability;
2. Insuring Agreement B - Liquor Liability;
3. Insuring Agreement F - "Automobile Liability".



HUDSON INSURANCE COMPANY

## SOVEREIGN NATION COMMERCIAL INSURANCE POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Assured:	Policy Number:	Effective date of change:	Endorsement #:
<b>Stillaguamish Tribe of Indians (See Schedule of Named Assureds)</b>	<b>NACL01115-05</b>	<b>4/16/2025</b>	<b>1</b>

### PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

#### INSURING AGREEMENT A – GENERAL LIABILITY

#### SCHEDULE

**Name of Person(s) or Organization(s):** Snohomish County, its officers, officials, employees and agents  
3000 Rockefeller Avenue, Everett, WA 98201

It is understood and agreed that this insurance is Primary and any other insurance maintained by **Snohomish County** shall be excess only and not contributing with this insurance.

\_\_\_\_\_  
Authorized Representative

All other Terms and Conditions remain the same.



## SOVEREIGN NATION COMMERCIAL INSURANCE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties, and what is and is not covered. Subject to its terms, conditions and exclusions, this policy is a commercial insurance policy and provides coverage only with respect to the conduct of your business.

Throughout this policy, the word "Hudson" refers to Hudson Insurance Company. Words and phrases that appear within quotation marks have, wherever they appear, the special meanings set forth in the Definitions.

Coverage is only provided under the Insuring Agreements contained in this policy for which a limit of insurance is shown in the Declarations.

### GENERAL PROVISIONS

The provisions listed in this section are applicable to your entire policy.

#### A. ASSURED

It is agreed that "Assured", wherever used in this policy, includes the entity listed in Item 1. of the Declarations (the "Named Assured") and:

1. Any official, trustee, "employee" or volunteer of the "Named Assured" while acting within the scope of his duties as such, and any person, organization, trustee or estate to whom the "Named Assured" is obligated by virtue of a legally binding contract or agreement to provide insurance such as is afforded by this policy, but only with respect to the business operations performed by or on behalf of the "Named Assured";
2. Any person while using an "automobile" owned or hired by the "Named Assured" and any person or organization legally responsible for the use thereof, provided the actual use of such owned or hired "automobile" is by the "Named Assured" or with his permission, any official, trustee or "employee" of the "Named Assured" provided the use of the owned or hired "automobile" is in connection with the business of the "Named Assured".

However, with respect to any person or organization other than the "Named Assured", this policy does not apply:

- a. To any person or organization, or to any agent or employee thereof, operating an "automobile" sales agency, repair shop, service station, garage or public parking place, with respect to any accident arising out of the operation thereof; however, if Insuring Agreement G. of the policy Declarations indicates coverage is included for "garage keeper's and valet parking services", then this provision

does not apply to "employees" of the "Named Assured" while loading, unloading or parking an "automobile" for a guest of the "Named Assured";

- b. To any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of any "automobile" while being maintained or used in the business of such employer;
- c. With respect to any hired "automobile", to the owner or a lessee thereof, other than the "Named Assured", nor to any agent or employee of such owner or lessee; and/or
- d. With respect to any non-owned "automobile", except as excess insurance over any other valid or collectible insurance, to any official or employee if such "automobile" is owned by him or a member of the same household.

#### **B. TERRITORY**

This policy applies worldwide.

#### **C. SERVICE ORGANIZATION**

Hudson" designates Alliant Specialty Insurance Services, Inc. as "Hudson's" "Service Organization". This policy is issued to the "Named Assured" on the express condition that the "Named Assured" undertakes to utilize, at all times, the services of the "Service Organization". The "Service Organization" shall perform the following duties:

- 1. Supervise "claims" in accordance with accepted industry standards once notice of a "loss", "claim" or "occurrence" has been made to the "Service Organization";
- 2. Comply with the notice and reporting requirements of "Hudson" under the terms of this policy;
- 3. Maintain accurate records of all reported "claims" and incidents with details of "loss" and "expense" payments;
- 4. Furnish loss prevention and consulting services;
- 5. Recommend and implement controls and monitor loss prevention programs; and
- 6. Furnish monthly "claims" records on an approved form.

The acceptance of these services shall be a condition precedent to any liability which may attach to "Hudson" in accordance with the terms and conditions of this policy.

"Hudson" shall have the right and opportunity, but neither the duty nor obligation, to: (i) associate with the "Named Assured" or the "Service Organization" in the defense of any "claim"; or (ii) at "Hudson's" option, assume the control of the defense of any "claim". In such event:

- a. The "Named Assured" agrees to take the necessary legal measures to allow "Hudson's" counsel to associate with the "Named Assured" in, or assume the control of, the defense of any "claim" in which case the "Named Assured" and "Hudson" shall cooperate in all matters relating thereto;

- b. Any additional costs of "claims" investigation and legal expenses that are incurred by "Hudson" because of its decision to associate with the "Named Assured" in, or to assume the control of, the defense of any "claim" shall be "Hudson's" responsibility.

This policy does not cover any voluntary payments, assumption of any obligations or incurring of any damage, "loss" and/or "expense" by the "Named Assured" in excess of the applicable "retained limit" unless "Hudson" has consented to such voluntary payments, assumption of obligations or incurring of damage, "loss" and/or "expense". The reporting of any notice of "loss", "claim" or "occurrence" to the "Service Organization" shall satisfy the "Named Assured's" reporting obligation to "Hudson".

#### **D. SPECIAL PROVISION APPLICABLE TO ALL COVERAGE PARTS**

This policy is intended to provide coverage under a single Insuring Agreement for any "loss" and/or "expense" arising out of any "claim" or "occurrence", and does not permit coverage for individual "claims" or "occurrences" under more than one Insuring Agreement or more than one Coverage Part or any other policy issued by "Hudson" or another company in the Hudson Insurance Group. Except for Insuring Agreement G, no "claim" or "occurrence" is covered under two or more Insuring Agreements or Coverage Parts or two or more policies issued by "Hudson" or another company in the Hudson Insurance Group.

Further, Insuring Agreement A. - General Liability does not apply to any "loss" and/or "expense" for which insurance is available under the following:

Insuring Agreement B. - Liquor Liability,  
Insuring Agreement C. - Cemetery Malpractice Liability,  
Insuring Agreement D. - Innkeeper's Legal Liability,  
Insuring Agreement E. - Police and/or Law Enforcement Officers' Liability,  
Insuring Agreement F. - Automobile Liability,  
Insuring Agreement H. - Tribal Officials Errors and Omissions Liability,  
Insuring Agreement I. - Miscellaneous Errors and Omissions Liability,  
Insuring Agreement J. - Employee Benefits Liability,  
Insuring Agreement K. - Medical Malpractice Liability,  
Insuring Agreement L. - Employment Practices Liability,  
Insuring Agreement M. - Liability for Sexual Misconduct,  
Insuring Agreement N. - Fiduciary Liability, or  
Insuring Agreement O. - E-Commerce Liability.

If any "loss" and/or "expense" is covered under one or more of the Insuring Agreements listed above (B. through F., and H. through O.), the most "Hudson" will pay for such "loss" and/or "expense" shall not exceed the largest limit of insurance available under any one of those applicable Insuring Agreements.

#### **E. FEDERAL TORT CLAIMS ACT LIMITATION**

This insurance does not apply to any tort liability, award, damages, settlement, "loss" or "expense" resulting from the performance of duties or the failure to perform duties under any contract, grant, compact or agreement if the "Assured":

1. is eligible for protection from tort liability under the Federal Tort Claims Act (USC Title 28, Sections 1346(b), 2401 and 2671-2680) pursuant to Pub. L. 101-512 (codified at 25 U.S.C. § 450); or
2. would have been eligible for protection from tort liability under the Federal Tort Claims Act pursuant to Pub. L. 101-512 (codified at 25 U.S.C. § 450) if procedural requirements of the Federal Tort Claims Act were fulfilled.

## DEFINITIONS APPLICABLE TO COVERAGE PARTS I AND II

The definitions listed herein are applicable to Coverage Parts I and/or II unless specifically stated otherwise.

**AUTOMOBILE:** The term "automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery, but does not include "mobile equipment".

**BODILY INJURY:** The term "bodily injury", wherever used herein, shall mean bodily harm, sickness or disease sustained by a person, including death resulting from any of these at any time.

**CLAIM:** The term "claim", wherever used herein, shall mean:

1. a written demand for monetary relief;
2. a civil judicial proceeding or alternative dispute resolution proceeding seeking monetary relief;
3. a formal, non-criminal administrative, or regulatory proceeding or subpoena, or a formal or informal investigation, including any appeal therefrom; or
4. a written request or demand for an interview of an "Assured" from any governmental entity or a self-regulatory authority.

**EMPLOYEE:** The term "employee", wherever used herein, shall mean any past or present full-time, part-time, temporary or leased employees of the "Named Assured" but does not include volunteers. For the purposes of Coverage Part II, Insuring Agreement L.-Employment Practices Liability, "employee" includes applicants for employment with the "Named Assured".

**EXPENSE:** The term "expense", wherever used herein, shall include legal costs, premiums on attachment or appeal bonds, and all reasonable and necessary sums paid as salaries, wages, compensation, fees and charges for doctors, lawyers, paralegals, experts, and/or nurses allocable to a specific "claim" to investigate, settle and/or defend "claims" and/or suits which are paid as a consequence of any "occurrence", "wrongful act" or "wrongful employment practice" covered hereunder. "Expense" shall not include wages, salaries, fees, commissions, expenses, benefits or other compensation paid to the "Assured's" directors, officers or employees or any internal expenses of the "Assured" and such amounts shall be borne by the "Assured".

**FIRE LEGAL LIABILITY:** The term "fire legal liability", wherever used herein, shall mean "property damage" for which the "Named Assured" becomes legally obligated to pay because of fire to premises while owned by or rented to the "Named Assured" or temporarily occupied by the "Named Assured" with permission of the owner.

**LOSS:** The term "loss", wherever used herein, shall mean the total sum, after making proper deductions for recoveries and salvages, which the "Named Assured" becomes legally obligated to pay, either through adjudication, settlement or compromise, as compensatory damages, by reason of: (i) liability imposed upon the "Named Assured" by law; or (ii) assumed by the "Named Assured" under written contract or written agreement, provided the loss occurs subsequent to the execution of the contract or agreement. "Loss" shall not include wages, salaries, fees, commissions, expenses, benefits or other compensation paid to the "Assured's" directors, officers or "employees" or any internal expenses of the "Assured" and such amounts shall be borne by the "Assured".

**MOBILE EQUIPMENT:** The term "mobile equipment", wherever used herein, shall mean 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 that travel on crawler treads;



3. 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;
4. Vehicles not described in 1., 2. or 3. 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;
5. Vehicles not described in 1., 2. or 3. 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 "automobiles":
  - 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 and well servicing equipment.

**NAMED ASSURED'S PRODUCT:** The term "Named Assured's product", wherever used herein, shall mean: (1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by the "Named Assured", others trading under the "Named Assured's" name, or a person or organization whose business or assets the "Named Assured" has acquired; and (2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products. "Named Assured's product" includes: (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the "Named Assured's product"; and (2) the providing of or failure to provide warnings or instructions. It does not include vending machines or other property rented to or located for the use of others but not sold.

**NAMED ASSURED'S WORK:** The term "Named Assured's work", wherever used herein, shall mean: (1) work or operations performed by or on behalf of the "Named Assured"; and (2) materials, parts or equipment furnished in connection with such work or operations and includes: (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the "Named Assured's work"; and (2) the providing of or failure to provide warnings or instructions.

**OCCURRENCE:** The term "occurrence", wherever used herein, shall mean an accident, including continuous or repeated exposure to substantially the same general harmful conditions which takes place or first commences during the "policy period".

**PERSONAL INJURY:** The term "personal injury", wherever used herein, shall mean injury, including consequential "bodily injury", mental injury, mental anguish or shock arising out of one or more of the following offenses: false arrest, detention or imprisonment; malicious prosecution; the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by the "Assured"; oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; oral or written publication, in any manner, of material that violates a person's right of privacy; the use of another's advertising idea.

**POLICY PERIOD:** The term "policy period", wherever used herein, shall mean the period stated in Item 2. of the Declarations.

**PRODUCTS-COMPLETED OPERATIONS HAZARD:** The term "products-completed operations hazard", wherever used herein includes all "bodily injury" and "property damage" occurring away from premises owned or rented by the "Named Assured" and arising out of the "Named Assured's product" or the "Named Assured's work" except:

1. Products that are still in the "Named Assured's" physical possession; or
2. Work that has not yet been completed or abandoned. However, the "Named Assured's work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in the "Named Assured's" contract has been completed;
  - (b) When all of the work to be done at the job site has been completed if the "Named Assured's" contract calls for work at more than one job site; or
  - (c) 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.

The term "products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the "Named Assured", and that condition was created by the "loading or unloading" of that vehicle by the "Named Assured"; or
2. The existence of tools, uninstalled equipment or abandoned or unused materials.

**PROPERTY DAMAGE:** The term "property damage", wherever used herein, shall mean damage to or destruction or loss of use of tangible property of others, including property which is purchased by the "Named Assured" under a written contract that provides that the title remain with the seller(s) until payments have been completed, the liability of "Hudson" being limited to the amount of payments outstanding. However, "property damage" does not include, damage to or destruction or loss of use of tangible property of others in the care, custody or control of the "Named Assured" unless Insuring Agreement D.-Innkeeper's Legal Liability or Insuring Agreement G. - Automobile Physical Damage and Garage Keeper's Legal Liability and Valet Parking is applicable.

**RETAINED LIMIT:** The term "retained limit", wherever used herein, shall mean the amount(s) stated in Item 5. of the Declarations. If more than one Insuring Agreement would provide coverage for "loss" or "expense" then the "Named Assured" will be responsible for the payment of only one "retained limit", which shall be the lesser of: (1) the largest "retained limit" for the Insuring Agreements involved; or (2) the sum of all payments made under each applicable Insuring Agreement. As respects Coverage Part I, the "retained limit" shall be exhausted by "loss" only; as respects Coverage Part II, the "retained limit" shall be exhausted by both "loss" and "expense".

**RETROACTIVE DATE:** The term "retroactive date", wherever used herein, shall mean the date set forth in Item 3. of the Declarations applicable to Coverage Part II.

**SEXUAL MISCONDUCT:** The term "sexual misconduct", wherever used herein, shall mean any "personal injury" caused by actual or alleged unwelcome advances, requests for sexual favors or other verbal or physical conduct of a sexual nature.

**TRIBAL WORKERS' COMPENSATION LAW:** The term "Tribal Workers' Compensation Law", wherever used herein, shall mean the workers' compensation ordinance or any similar law to which the tribal entity designated herein as the "Named Assured" is subject.

**WRONGFUL ACT:** The term "wrongful act", wherever used herein, shall mean any negligent act, negligent error or negligent omission committed or alleged to have been committed by an "Assured", unless such term is defined differently for purposes of a particular Insuring Agreement.

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## COVERAGE PART I OCCURRENCE BASED COVERAGES

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### INSURING AGREEMENTS

#### A. INSURING AGREEMENT A. — GENERAL LIABILITY

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" because of "bodily injury", "personal injury", and/or "property damage" caused by an "occurrence."

Coverage for "products-completed operations hazard" under this Insuring Agreement A. does not include "bodily injury" or "property damage" that arises out of "garage keeper's and valet parking services", as defined in Insuring Agreement G.

#### B. INSURING AGREEMENT B.— LIQUOR LIABILITY

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" because of "injury" if liability for such "injury" is imposed on the "Assured" by reason of the selling, serving, distribution or furnishing of any alcoholic beverages and if such "injury" occurs during the "policy period".

##### Definitions Applicable to Insuring Agreement B. - Liquor Liability:

The term "injury" means "property damage", "bodily injury" as defined in this policy and damages for care, loss of services or loss of support.

#### C. INSURING AGREEMENT C.— CEMETERY MALPRACTICE LIABILITY

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" because of "bodily injury", "personal injury", and/or "property damage" caused by an "occurrence" arising out of or relating to the handling, interment or cremation of cadavers.

#### D. INSURING AGREEMENT D.— INNKEEPER'S LEGAL LIABILITY

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" because of loss or destruction of, or damage to "covered property" that takes place during the "policy period" provided the "Assured" was acting as an "innkeeper".

##### Definitions Applicable to Insuring Agreement D. - Innkeeper's Legal Liability:

The term "covered property" means currency, coins, travelers checks and other tangible personal property belonging to the "Assured's" hotel guests.

The term "innkeeper" means the owner or operator of a hotel or motel. "Innkeeper" does not include the ownership or operation of any apartment house, apartment hotel, boarding house or other facility operated for rental to others for periods of more than one night.

#### E. INSURING AGREEMENT E.— POLICE AND/OR LAW ENFORCEMENT OFFICERS' LIABILITY

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" because of "bodily injury", "personal injury", and/or "property damage" caused by an "occurrence" and

resulting from "law enforcement activities" by or on behalf of the "Named Assured" performed by "police and law enforcement officers".

**Definitions Applicable to Insuring Agreement E. - Police and/or Law Enforcement Officers' Liability:**

The term "police and law enforcement officers", as referred to herein, shall mean those "employees" of the "Assured" who are specifically employed by the "Assured" for the sole and exclusive purpose of enforcing the laws to which the "Assured" is subject and solely while they are carrying out "law enforcement activities".

The term "law enforcement activities" means any of the official activities or operations of the "Assured's" police force, which enforces the law and protects persons or property. These activities may include actions to enforce the laws of local cities, counties or states if "employees" of the "Assured" are fulfilling the obligations of the "Assured" in compliance with a written mutual aid agreement to assist a political subdivision or if otherwise authorized by state law.

**F. INSURING AGREEMENT F.— AUTOMOBILE LIABILITY**

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" because of "bodily injury" and/or "property damage" caused by an "occurrence" and resulting from the "Assured's" ownership, maintenance or use of an "automobile".

**G. INSURING AGREEMENT G. — AUTOMOBILE PHYSICAL DAMAGE AND GARAGE KEEPER'S LEGAL LIABILITY AND VALET PARKING**

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Named Assured" against loss or damage to:

- (i) "automobiles" owned by the "Named Assured"; and
- (ii) "automobiles", not owned by the "Named Assured" but left in the care, custody and control of the "Named Assured" providing "garage keeper and valet parking services"

caused by an "occurrence". Coverage is provided hereunder for "products-completed operations hazard" where the "bodily injury" or "property damage" arises out of "garage keeper's and valet parking services."

All losses will be adjusted on the basis of Actual Cash Value or Cost to Repair, whichever is less.

**Definitions Applicable to Insuring Agreement G. - Automobile Physical Damage and Garage Keeper's Legal Liability and Valet Parking:**

The term "garage keeper's and valet parking services", shall mean the "Named Assured's" activities that exclusively relate to the business of the storage, parking, servicing, repair, maintenance and/or refueling of "automobiles" for others.

**LIMIT OF INSURANCE**

The most "Hudson" will pay for "loss" on account of any one "occurrence" is the limit of insurance shown in the Declarations for the applicable Insuring Agreement. "Hudson" will also pay for "expense" in addition to the applicable limit of insurance set forth in Item 4. of the Declarations for each Insuring Agreement. The Annual Aggregate, if any, as shown in the Declarations for each of the Insuring Agreements is the most "Hudson" will pay for the sum of "loss" under each such Insuring Agreement during the "policy period". Insuring Agreements A, B, C, and D are also subject to a General Aggregate Limit set forth in Item 4. of the Declarations. The General Aggregate Limit is the most "Hudson" will pay for "loss" under Insuring Agreements A, B, C, and D combined during the "policy period."

The limits of insurance in Item 4. of the Declarations show the maximum amounts that "Hudson" will pay for each Insuring Agreement under this Coverage Part I regardless of the number of:

- (i) "Assureds." The inclusion or addition hereunder of more than one "Assured" shall not operate to increase "Hudson's" limits of insurance beyond those set forth in Item 4. of the Declarations;
- (ii) suits or proceedings brought by any person or entity; and/or
- (iii) Persons or organizations making "claims" or bringing suits.

"Hudson" shall be liable only for the amount of "loss" that is in excess of the applicable "retained limit" (as set forth in Item 5. of the Declarations), and then only up to the applicable limit of insurance (as set forth in Item 4. of the Declarations). "Hudson" shall have no obligation to pay any part of "loss" after the limit of insurance has been exhausted.

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## COVERAGE PART II CLAIMS MADE COVERAGES

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### INSURING AGREEMENTS

#### H. INSURING AGREEMENT H. — TRIBAL OFFICIALS ERRORS AND OMISSIONS LIABILITY

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" arising out of a "wrongful act" committed by an "Assured" while acting in his/her capacity as a tribal council member, director, commissioner or board member, or officer and which results in a "claim"; provided however, that Condition C. Claims Made and Reported is satisfied.

Solely for purposes of this Insuring Agreement H. - Tribal Officials Errors and Omissions Liability, "Assured" shall also include any heir, executor, administrator, assignee or legal representative of said person in the event of their death or incapacity.

#### Exclusion(s) Applicable to Insuring Agreement H. - Tribal Officials Errors and Omissions Liability:

"Hudson" shall not be liable to make payment for "loss" or "expense" in connection with any "claim" made against the "Assured" arising out of or in any way involving any "employee benefit program" (as defined in Insuring Agreement J. - Employee Benefits Liability) of the "Assured".

"Hudson" shall not be liable to make payment for "loss" or "expense" in connection with any "claim" made against an "Assured" for or arising out of "bodily injury", "personal injury" or "property damage".

#### I. INSURING AGREEMENT I. — MISCELLANEOUS PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" arising out of a "wrongful act" committed by the "Assured" and which results in a "claim"; provided however, Condition C. Claims Made and Reported is satisfied.

#### Definitions Applicable to Insuring Agreement I. - Miscellaneous Professional Errors and Omissions Liability:

The term "wrongful act" shall mean a negligent act, negligent error or negligent omission committed or alleged to have been committed by the "Assured" in the rendering or failing to render of "professional services".

The term "professional services" shall mean an act or service arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual. Mere proficiency in the performance of a task is not a "professional service."

#### Exclusion(s) Applicable to Insuring Agreement I. - Miscellaneous Professional Errors and Omissions Liability:

"Hudson" shall not be liable to make payment for "loss" or "expense" in connection with any "claim" made against the "Assured" arising out of or in any way involving any "employee benefit program" (as defined in Insuring Agreement J. - Employee Benefits Liability) of the "Assured".

"Hudson" shall not be liable to make payment for "loss" or "expense" in connection with any "claim" made against an "Assured" for or arising out of "bodily injury", "personal injury" or "property damage".

## **J. INSURING AGREEMENT J. — EMPLOYEE BENEFITS LIABILITY**

Hudson agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" as a result of damages sustained by an "employee", prospective "employee", former "employee" or the beneficiaries or legal representatives thereof in the "administration" of the "Assured's" "employee benefit programs" as defined herein and arising out of a "wrongful act" of the "Assured" or any other person for whose acts the "Assured" is legally liable and which results in a "claim"; provided however, that Condition C. Claims Made and Reported is satisfied.

### **Definitions Applicable to Insuring Agreement J. - Employee Benefits Liability:**

The term "administration", wherever used herein, shall mean:

1. Giving advice to "employees" with respect to the "employee benefit programs";
2. Interpreting the "employee benefit programs";
3. Handling of records in connection with the "employee benefit programs"; and
4. Effecting enrollment, termination or cancellation of "employees" under the "employee benefit programs",

provided all such acts are authorized by the "Named Assured".

The term "employee benefit programs" shall mean group health insurance, group life insurance, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, Social Security, disability benefits insurance and travel, savings or vacation plans.

### **Exclusion(s) applicable to Insuring Agreement J. - Employee Benefits Liability:**

This Insuring Agreement J.-Employee Benefits Liability shall not apply to:

1. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
2. "Bodily injury" or "property damage";
3. Any "claim" for failure of performance of oral or written contract by any insurer, including failure of any "employee benefit program";
4. Any "claim" based upon the "Assured's" failure to comply with any "Tribal Workers' Compensation Law", unemployment insurance, Social Security or disability benefits;
5. Any "claim" based upon:
  - (i) Failure of stock to perform as represented by an "Assured";
  - (ii) Advice given by an "Assured" to an "employee" to participate or not to participate in stock subscription plans;
  - (iii) The investment or non-investment of funds.
6. To "claims" based upon the Employee Retirement Income Security Act of 1974 ("ERISA"), Public Law 93-406 commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any federal, state or local statutory law, common law or tribal law.

## **K. INSURING AGREEMENT K. — MEDICAL MALPRACTICE LIABILITY**

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy to indemnify the "Assured" against "loss" and "expense" arising out of a "wrongful act" in connection with the rendering of professional healthcare services provided by or on behalf of the "Named Assured" and which results in a "claim"; provided however, that Condition C. Claims Made and Reported is satisfied.



## **L. INSURING AGREEMENT L. — EMPLOYMENT PRACTICES LIABILITY**

"Hudson" agrees, subject to the terms, conditions and exclusions of this policy, to indemnify the "Assured" against "loss" and "expense" arising from a "wrongful employment practice" or a "third party wrongful act" committed by the "Assured" and which results in a "claim"; provided however, that Condition C. Claims Made and Reported is satisfied.

### **Definitions applicable to Insuring Agreement L.- Employment Practices Liability:**

The term "wrongful employment practice" shall mean any of the following acts alleged by or committed against an employment applicant, "employee", or former "employee" of the "Named Assured":

1. Employment discrimination in connection with hiring, promotion, advancement or opportunity, demotion, discipline, pay, layoff or termination, including breach of any written or implied employment contract on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation, marital status or pregnancy, or any conduct that violates federal or local law prohibiting employment discrimination;
2. Sexual or other workplace harassment, including unwelcome advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that :
  - a. Is made an explicit term or condition of employment;
  - b. Is used as the basis of employment decisions; or
  - c. Creates a work environment that is intimidating, hostile or offensive; and
3. Any of the following employment-related acts: misrepresentation, invasion of privacy, defamation, retaliation, negligent infliction of emotional distress, wrongful discipline, negligent evaluation, negligent hiring, negligent supervision or wrongful termination.

The term "third party wrongful act" shall mean any of the following acts alleged by or committed against a third party:

1. Discrimination against a third party based on race, color, sex, age, religion, national origin, disability, sexual orientation, marital status or pregnancy, or any conduct that violates federal or local law prohibiting employment discrimination;
2. Sexual or other workplace harassment, including unwelcome advances, requests for sexual favors or other verbal or physical conduct of a sexual nature.

### **Exclusion(s) Applicable to Insuring Agreement L. - Employment Practices Liability:**

This Insuring Agreement does not provide coverage for:

1. any liability assumed under any contract or agreement other than a written contract of employment.
2. any "claim" made against the "Assured" arising out of or in any way involving any "employee benefit program" of the "Assured."
3. the "Assured's" failure to comply with any tribal law concerning Sovereign Nation Workers' Compensation, Unemployment Insurance Social Security or Disability Benefits.
4. any "claim" resulting in "bodily injury" or "property damage."
5. any "wrongful employment practice" which has been the subject of any notice given to the Human Resource Manager or any other official of the "Assured" prior to the effective date of this Policy.
6. claims, suits or actions brought or commenced by the "Named Assured".