NASSAU COUNTY BUILDING MAINTENANCE DEPARTMENT

4090 State Road 200 East (O'Neil Area) Fernandina Beach, Florida 32034

Mailing Address: P.O. Box 1010 Fernandina Beach, FL 32035-1010 Telephone: (904) 277-7214 (904) 321-5790 Fax: (904) 277-7213

MEMORANDUM

TO

WALT GOSSETT, COUNTY COORDINATOR

FROM

DANIEL SALMON, SUPERVISOR DY

BUILDING MAINTENANCE DEPT.

SUBJECT

R & G JANITORIAL SERVICES

DATE

SEPTEMBER 20, 2000

Attached you will find an Agenda Request for the October 9, 2000 Board meeting which requests the Board to renew the R & G Janitorial Contract agreement with the County for a one-year term in accordance with the conditions of the October 18, 1999 contract.

However, our office was advised on 5/9/00 by telephone that Wilbert Sibley had been made supervisor of R & G Janitorial Service; we requested they put this information in writing to us. On May 18, 2000 we received a note from R&G Janitorial stating this development but also advising us they had a new address: 210 West Church St., St. Marys, GA 31558 and listing their telephone number.

After not being able to reach Randy and Gaye Person, the individuals who contracted with the County under the name of R & G Janitorial, or Mr. Sibley, their supervisor, we wrote to them on July 5, 2000 (copy enclosed for your information). When Mr. Sibley received this letter, he called the office stating Randy and Gaye had moved to Missouri and that they had turned the business over to him.

It is our understanding that Randy and Gaye Person have nothing to do with R & G Janitorial Service. Therefore, we are wondering about the ownership of this company and with whom the renewal needs to be.

/lm

R&G Janitorial Contract renewal

5/9/00
Wilbert Sibley
Supervisor for 12+6 JANIFORIAL
tel. # 882-4022 (912) cell # (912) 617-0220

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A Comment of the Comment

R & G Janitorial

1337 Middle School Road Kingsland, GA 31548

Jo Whom It May Concern,

Ulibert Sibler Will be Re' G Genitorial
Supervisor and Site, Wis Cell # 25 912-617-0220

And his home is 912-882-4022.

Abo Re' G has a New Address; 210 Nost

Church St., St. Many, Sa. 31558. Telephone Number

912-673-1193.

ShowK (fill)





BUILDING MAINTENANCE DEPARTMENT



208 U. S. Hwy 17 South Yulee, FL 32097

Mailing address: P.O. Box 1010 Fernandina Beach, FL 32035-1010 Telephone: (904) 277-7214 Fax: (904) 277-7213

July 5, 2000

R & G Janitorial Att: Randy & Gaye Person 210 W. Church Street St. Marys, GA 31558

RE: Cleaning Services Contract

Dear Randy and Gaye:

We have attempted on several occasions to contact you at the new telephone number and address

you gave to us:

210 W. Church Street

St. Marys, GA 31558 Tel: (912) 673-1193

However, the operator advises us that telephone number is no longer is service.

We have also attempted to contact the person you advised us was the supervisor on site, Mr. Wilbert Sibley, at the two numbers you gave us: (912) 617-0220 (cell) and (912) 882-4022 (home). There was no answer on the cell phone; but we have left messages on the home phone. To date, Mr. Sibley has not returned our calls. We cannot do business in this manner. We must have a way to contact you regarding the various facilities that you have contracted to clean.

Please be advised we must hear from you immediately.

Sincerely,

DANIEL SALMON, Supervisor

Building Maintenance Dept.

CC:

Walt Gossett, County Coordinator Mike Mullin, County Attorney

RANDY 4 GAIL
HAVE MOVED TO MO.
Mother's #
912-673-1193

Dear Sir or Madam:

Please change address in computer and send all check and any other correspondence to the new address:

Wilbert O. Sibley 210 W. Church St. St. Marys, GA 31558 (912) 673-1193

Thank You,

Wilbert O. Sibley

file; R+G J ANI torial

JANITORIAL SERVICES AGREEMENT

Between Nassau County (County), P. O. Box 1010, Fernandina Beach, FL 32035-1010 and R & G Janitorial Service (Contractor), 1337 Middle School Road, Kingsland, GA 31548 for cleaning county buildings: Annex (Tax & Tag Office, Public Defender's Office, Property Appraiser's Office, Supervisor of Elections Office) and the Callahan Multi-Purpose; Annex (Engineer's Office) and the Five Points Office; Fernandina Beach Library, Callahan Library and Hilliard Library; and six (6) HRS Clinic buildings (see Attachment B).

The Contractor or Company will provide, upon request, proof of insurance as required below:

Types of insurance Limits of Liability
Worker's Compensation
Employer's Liability \$1,000,000 Employer's Liability

Commercial General Liability \$500,000 each occurrence

Automobile Liability Combined \$500,000 each accident or loss
Bodily Injury and Property Damage All vehicles covered
Hired cars and non-owned autos

Excess Liability (Umbrella Form) \$500,000

The Contractor or Company shall have a current bond in place, satisfactory to the County, and a copy of said bond should be provided upon request. Contractor or Company shall provide the following information: Name, home address, telephone number, Drivers License number, and Social Security number of any and all individuals performing contract work. The County requires background checks on all individuals working in all County buildings.

The term of this contract agreement will be from October 18, 1999 to September 30, 2000, and may be renewed by the County for one year terms thereafter for three (3) years.

Contract will be subject to cancellation by the County without notice or penalties.

County will provide all cleaning products, disinfectants, paper products, cleaning materials and cleaning equipment, with the exception of floor buffers, which will be provided by the Contractor or Company.

Contractor or Company will be responsible for arming and disarming security systems as required. Failure to properly arm/disarm security systems could result in the contractor being charged with associated costs to the County.

If any building/office keys are lost or misplaced, there will be a \$1,000.00 re-key charge to the Contractor or Company.

The fees to be charged by R & G Janitorial Service, Contractor to the County will be: \$200.00 per month for the Annex (as listed above), and the Multi-Purpose Callahan Bldg.; and \$480.00 per month for six (6) HRS buildings as per Page 4 of Attachment B; and \$203.33 per month for three (3) Libraries, and \$200.00 for the 5-Points Building and Annex (Engineer's Office). Invoice will show amounts separately by Annex and Callahan Multi-Purpose on one invoice; one invoice for the three (3) libraries; one invoice for the 5-Points Building and Annex (Engineer's Office); and the HRS Clinics on a separate invoice.

Any additional labor charges beyond the scope of this contract must be approved by the County and will be charged at the \$10.00 hour rate, as quoted.

Change Orders - A Change Order is a written order to the Contractor signed by the County, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by the change order. A change order signed by the contractor indicates his agreement therewith, including the adjustment in the contract sum or the contract time.

Claims for Additional Cost - If the Contractor wishes to make a claim for an increase in the contract sum, he shall give the County written notice thereof within 24 hours after the occurrence of the event giving rise to such claim. This notice shall be given by the contractor before proceeding to execute the work.

Contractor may be subject to call in case of emergencies.

Workdays and hours shall be established as follows: Monday through Friday, after 5:00 p.m., following the first day of the work week and before 8:00 a.m. prior to the following day. NOTE: Cleaning times of an individual office may vary from time to time in order to accommodate additional office hours. (State Holidays could alter schedule.)

Contractor shall notify the Building Maintenance Office of any problems or maintenance items that need attention by the county staff, the next working day by 9:00 a. m. In case of emergency the contractor will notify the Maintenance Technician on call for that period.

Duty groups will be according to Attachment A. Cleaning schedules will be according to Attachment B.

-	arties hereto have executed this Agreement as of 999.
	NASSAU COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners
	By: Harps
	J. H. Cooper Its Chairman
Attest:	
molly I	
J. M. "Chip" Oxley, Clerk of the Circuit Court of Nassau County, and ex-officio Clerk of its Board of County Commissioners	(Seal)
	Approved as to form for Nassan County:
	Michael S. Mullin Nassau County Attorney
	R & G JANITORIAL SERVICE, Contractor
	By: Kouf & Course Pu
	Name: KANDI/ & CON/E TENSON
	Title: DIP15

ATTACHMENT A

ALL ROOMS ARE TO BE CLEANED. THIS IS A REFERENCE LIST AND NOT TO BE CONSIDERED AS ALL-INCLUSIVE.

GARBAGE CONTAINERS IN ALL OFFICES AND BUILDINGS ARE TO BE EMPTIED DAILY. (DO NOT EMPTY CANS MARKED "BIOHAZARDOUS" IN PUBLIC HEALTH CLINICS.)

DUTY GROUPS

Group A:

Vacuum carpets including stairs Sweep and damp mop tile/wood flooring Clean water fountain Wipe counter tops

Wipe flat surfaces within normal reach

Clean sinks Clean mirrors

Clean and sanitize toilets and urinals

Wipe counter tops

Refill paper dispensers

Damp wipe eating table tops

Clean & disinfect clinic examination rooms, tables, chairs, and other furnishings

Sweep entrance way

Clean lobby glass

Straighten lobby chairs/furniture

Turn off lights and turn on night lights when leaving (as required)

Dust telephones

Spot clean or damp wipe desk tops

Dust desk tops, cabinet tops, and furniture

Sweep, thoroughly scrub and mop restroom floors

GROUP B:

Spot clean doors and light switches Spot clean walls and partitions

Dust ceiling fans Clean janitor's closet

Dust tops of picture/door frames

Dust partitions and ledges Buff all resilient floors

GROUP C:

Dust venetian blinds
Polish or clean kick plates and handrails
Vacuum ventilation grills
Vacuum window draperies

GROUP D:

Clean the interior of all windows

ATTACHMENT B

LOCATION - OFFICE ANNEX BUILDING, 11 NORTH 14TH STREET

AREA:		Duty G	iroup:					
	Frequency: Daily 1/wk 2/wk 3/wk 2/mo 1/mo 1/qtr T/F M/W/F	Daily	1/wk	2/wk T/F	3/wk M/W/F	2/mo	1/mo	1/qtr
Hallways, Waiting Areas, Public Restrooms		∀				B	သ	D
Property Appraiser, Supervisor of Elections, Public Defender, Tax & Tag Office					Ą	B	၁	О

House facility within the next few months. Those offices will be approximately 7,500 square feet total. This information should be Note: The Public Defender's Office and the County Finance Office is proposed to be located within or near the Temporary Court taken into consideration when quotes are presented to the County.

page 1 of 4

LOCATION - FIVE POINTS OFFICE, SOUTH 8TH STREET

AREA: Five Points (Building & Zoning Office)	Duty Group Frequency: Daily	Group Daily	ily 1/wk2/wk 3/wk 2/n M/W/F	3/wk M/W/F	2/то 1/то В С	1/mo C	1/qtr D
Annex (Engineering Office)				A	В	ပ	Ω

Note: There is a 12,500 s.f. building to replace the Building & Zoning Office and the Engineering Office proposed to be located near the Temporary CourlHouse Facility, at 191 Nassau Place, Yulee, F.L. This should be taken into consideration when quotes are presented to the County.

LOCATION - HRS PUBLIC HEALTH CLINICS (SEE BELOW):

AREA: (CLINIC LOCATIONS)		Duty Group:				
	Frequency:	Frequency: Daily	2/wk	1/wk	1/то	1/qtr
			T/F	M/W/F		
30 S 4 TH ST, Fernandina (277-7287)		¥	. മ		ပ	D
1015 S 14 Th ST (Environmental) Fern.		Ą	В		၁	D
528 Page's Dairy Rd, Yulee (225-9391)(Clinic)		¥	В		ນ	Q
1350 Page's Dairy Rd (Modular) Yulee (WIC)		¥	В		C	D
208 Mickler St., Callahan (879-2306)		¥	В		Ö	D
211 Pecan St., Hillard (845-4761)		Ą	В		၁	D

*Buff floors only once per week

Note: The Fernandina Beach Health Department will be moving to a new building approximately January 2000. This new building will replace the 4th Street building listed above. In addition, when the Yulee Clinic is doubled in size (which should be shortly), then they plan at this time to get rid of the WIC trailer. So the contract should specify these changes.

LOCATION - SEE BELOW:

AREA:	I	DUTY GROUP:	JP:				
	Daily 1/wk		2/wk T/Thru	3/wk M/W/F	2/mo	1/mo 1/qtr	1/qtr
Callahan Multi-Purpose Bldg.				A			
Fernandina Beach Library			¥				
Hilliard Library			٧				
Callahan Library			* ¥				

*In addition to regular duties, please clean the two large windows inside and outside at least once a week.

NON-TRANSFERABLE

City of Kingsland Kingsland, Georgia OCCUPATIONAL TAX CERTIFICATE

ACCOUNT NO.	YEAR	DELINQUENT AFTER	LIOSNOS EVOIDEO
002277	1999	12/31/99	DECEMBER 31, 1999

ISSUED TO:

LICENSE CODE: 10000 Miscellaneous personal service

R & G JANITORIAL SERVICE RANDY & GAYE PERSON 1337 MIDDLE SCHOOL RD. KINGSLAND, GA 31548

18SUR DATE: 7/13/99

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT SUBJECT TO THE TERMS AND CONDITIONS BELOW:

This Company bluds the kind(s) of insurance stipulated below. The Insurance is subject to the terms, conditions and limitation of the policy(co) in correct use by the

Company. This blader may be canceled by the financed by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This

binder may be canceled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cascaded when repinced by a policy, the Company is catefuled to charge a premium for the binder according to the rules and rates in me by the Company.

binder may be can hinder is not repla	celed by the Company by notice red by a policy, the Company is	to the (mured in a entitled to charge :	cerdance wi s premium fo	in the policy conditions. T the binder according to	This binder is establish wi the rules and rates in sec	hon repinced by a by the Company.	policy. If this
PRODUCER:				COMPANY:			
4	OINT UNDERWRITERS, mbridge Square	INC.		Umonamenca Insi	arance Company, Ltd.		
	GA 30004			THE MINDER IS COUN	ED TO EXTEND COVERA	GE IN THE ABOVE	NAMED
	(770) 663-0005 Facsimile	e: (770) 663 - 08	04	COMPANY PER EXPO	RING POLICY NO: New		
CODE:	St/B-CODE:		****				
NAMED INSU					rations / Vehicles / Pro		z Locations)
Randv & Guye P	TESON VITORIAL SERVICE			Kesidential & comm Kingsland, GA	ercial janitorial serivces		
1337 Middle Sch				Kungstatut, CA			
Kingsland, GA	31548						
BINDER	DATE:	TIME:	⊠ AM	BINDER	DATE:	TIME:	⊠ AM
EFFECTIVE	07/12/99	12:01	PM	EXPIRATION	09/12/99	12:01	PM
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GEORGIA LÌC. NO. 2132 •ALABAMA·LIC. NO. 152 SOUTH-CAROLINA LICENSE NO. 91920153



INSURANCE PREMIUM FINANCE AGREEMENT

P.O. Box 105611 Atlanta, GA 30348-5611

Mon Jul 12 12:08:32 1999

(404) 329-1880 (800) 925-2546

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ADDITIONAL	١

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RENEWAL

CRD - DEF 1

RT122397 QM2.11A/050796

RANDY PERSON/R & G JANITORIAL SERV.

FAX (404) 325-1107

AGENT

CLYDE ALDRIDGE AGENCY
P.O. BOX 3027

(912) 729-7600

KINGSLAND,

GA 31548-

XX COUPON XX NEW

INVOICE

1337 MIDDLE SCHOOL ROAD KINGSLAND, GA 31548-

(912) 882-3053

POLICY NUMBER	INSURANCE COMPANY OR GENERAL AGENT	EFFECTIVE	TERM	TYPE	DOWN PAYMENT	PREMIUM
TBI	UNION1: UNIONAMERICA/CNA RE	07-12-99	12	LIAB	194.80	300.00
	NORTH1: NORTH POINT UNDERWRITERS, INC		TAXES 8	FEES (E	arned: 100.00,	Financed: 16.00)
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		{				~
		[

In consideration of the payment by SIUPREM, INC. (HEREINAFTER referred to as SIUPREM) of the AMOUNT FINANCED of the premium described above for my account and on my behalf, I hereby accept the following terms and conditions. (Continued on Page 2)

A	TAXES, FEES	B. CASH DOWN PAYMENT (TOTAL DOWN PAYMENT)			UNLT	E. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments.	vous-credit as a
	416.00	194.80	221.20	37.68		258.88	43.656%

FEDERAL TRUTH IN LENDING DISCLOSURES

CREDITOR: SIUPREM, INC.

SECURITY: You are giving a security interest in the unearned premium funds due under the policy being purchased.

LATE CHARGE: If a payment is 5 days late, you will be charged 5% of the late installment, but not less than \$1.50 for Georgia and Alabama, and \$1.00 for South Carolina, a maximum of \$5.00 will be charged on personal accounts in South Carolina.

PREPAYMENT, NON-PAYMENT AND DEFAULT: If you pay off early, you may be entitled to a refund of part of the finance charge, although you may have to pay a pre-payment penalty. See page 2 of this document for any additional information about non-payment, default and prepayment refunds and penalties. Georgia, Alabama, and South Carolina are the states of jurisdiction.
YOUR PAYMENT SCHEDULE WILL BE:

G. NUMBER OF MONTHLY PAYMENTS	H. AMOUNT OF EACH PAYMENT	I. PAYMENTS ARE DUE ON	J. FIRST PAYMENT DUE
8	32.36	10th	08/10/99

ITEMIZATION OF AMOUNT FINANCED

IN THIS INSURANCE PREMIUM FINANCE AGREEMENT, THE AMOUNT PAID ON YOUR BEHALF IS \$ 221.20

THE UNDERSIGNED AGREES TO THE PROVISIONS ABOVE AND ON PAGE 2

NOTICE: A. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE

B. YOU ARE REQUIRED TO RECEIVE A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.

C. YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUND ON THE FINANCE CHARGE.

THE UNDERSIGNED EXECUTED THIS AGREEMENT AND RECEIVED A COPY THEREOF.

SIGNATURE OF WITNESSLAGENT

DATE '

SIGNATURE OF INSURED/APPLICANT

AGENT / BROKER WARRANTY

The undersigned hereby warrants that(1) the policies are in full force and effect (2) the insured has received a copy of this agreement (3) the above note is valid and correct and represents a bona fide transaction (3) the undersigned appoints SIUPREM, INC or it's agent it's Attorney-in-Fact to do every act or thing necessary to collect and discharge the same, and to demand and collect any premiums on account of cancellation of the said policy(ies) (4) no policy(ies) are non-cancellable, subject to retrospective rating or subject to special cancellation provisions other than indicated in this agreement (5) all unexpined commissions, premiums and dividends will be returned to SIUPREM, INC.

7-12-90

AGENT/BROKER

INSURED COPY

INSURANCE PREMIUM FINANCE AGREEMENT

Account Number

REMAINING PROVISIONS OF YOUR PREMIUM FINANCE AGREEMENT (CONTINUED FROM PAGE 1)

- 1. I agree to repay to SIUPREM the TOTAL OF PAYMENTS in accordance with the payment schedule.
- I appoint SIUPREM my true and lawful attorney-in-fact irrevocably with full authority to cancel any or all policies listed above in the event of
 any default in repayment as agreed herein, subject to ten (10) days prior notice mailed to my last known address by SIUPREM of past due
 payments and of its intent.
- 3. I assign to SIUPREM any and all unearned premiums, dividends and loss payments under said policies which reduce the unearned premiums (subject however, to any mortgagee or loss payee interests), and overpayment which may become due or available under any policy listed above, regardless of the reason. Therefore, and without regard to the manner or cause of any of the same becoming due or payable, I hereby authorize and instruct my insurer to pay such funds or proceeds to SIUPREM.
- 4. I appoint SIUPREM my true and lawful attorney-in-fact irrevocably to receive, receipt and endorse my name to any check or draft for all moneys that may become due and to apply the same to the extent required to make repayment under this agreement and return any excess to me. Until this obligation is paid in full, SIUPREM is herby granted a lien on any unearned premiums and overpayment.
- 5. I agree that SIUPREM may collect and enforce payment of the indebtedness evidence hereby without recourse to any security underlying this agreement.
- I have in effect no other premium agreement or other encumbrance, nor will I effect same during the term of this agreement on any policy listed on page 1 of this agreement.
- 7. I understand that any payment made and accepted after mailing of the cancellation notice on any insurance policy shall not constitute reinstatement of such insurance policy.
- 8. I understand that this agreement shall not be effective until accepted by SIUPREM and payment by it of the AMOUNT FINANCED of the premium described on page 1 hereof. All rights in this agreement conferred upon SIUPREM should inure SIUPREM'S successors and assigns.
- I agree that the agent or broker soliciting said policies is not the agent of SIUPREM and is without authority to bind it by representation or otherwise.
- 10. I authorize SIUPREM to correct any error or ommission in the completion of this agreement. A copy of this agreement will be mailed to me at the address shown hereon in the event of any change in Blocks (a) thru (J).
- 11. I have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the FINANCE CHARGE computed under the Rule of 78's, or otherwise by the method prescribed by regulatory authority of the State of jurisdiction, and subject to a minimum earned SERVICE CHARGE of \$20 for Georgia and \$15 for South Carolina and Alabama.
- 12. I understand LATE CHARGES will be imposed as prescribed by regulatory authority of the State of jurisdiction on the reverse side hereof under FEDERAL TRUTH IN LENDING DISCLOSURES.
- 13. I understand that the FINANCE CHARGE begins to accrue as of the earliest Policy Effective Date or as of the date of this agreement or as of any other date prescribed by state law ('finance charge accrual date'). If date of first payment follows finance charge accrual date by less than 30 days, final maturity date will be extended (up to 29 days) to fall on the same day of the month as finance charge accrual date.
- 14. I agree with respect to each audit or reporting form policy in the event of default hereunder to be liable to the insurer for the earned premiums (computed in accordance with the policy provisions) remaining due after crediting payment(s) made to the insurer with respect to such policy including such payment(s) made by SIUPREM by the insurer, less any amount refunded to SIUPREM by the insurer (based on the amount(s) paid by SIUPREM the insurer) and credited by SIUPREM to the balance due hereunder.
- 15. I agree that in the event of a default in payment of any installment or any delinquency charge due hereunder, or upon failure by the insured to comply with any of the terms or conditions hereof, or if a proceeding in bankruptcy, receivership or insolvency be instituted by or against the insured, or if any insurer shall become insolvent, suspend business or cease to be qualified to do business, the unpaid balance due hereunder shall be immediately due and payable. In such event, SIUPREM may cancel the policies covered hereby (when permitted by law).
- 16. I warrant that each of the policies covered hereunder (or a binder thereof) has been issued to the undersigned, is in full force and effect and that no other power of attorney or other encumbrance or assignment is in effect, nor will same be put into effect, except for the interest of mortgagees or loss payees, and I agree that all rights conferred upon SIUPREM shall insure to SIUPREM's successors and assigns.
- 17. I agree when permitted by law, that in the event the total premiums are greater than that shown hereon, this agreement may be amended to reflect the actual premiums and the undersigned will (i) pay the difference due or (ii) pay any required additional down payment, and (a) execute a supplementary finance agreement when required, or (b) authorize SIUPREM to advance premium payment and I agree to pay any additional finance charge permitted by law, and that SIUPREM will forward the undersigned a revision notice or memorandum of agreement showing all information required by law.
- 18. I agree that (i) SIUPREM assumes no liability as an insurer, (ii) singular words used herein shall be deemed plural and vice versa as the sense of this agreement demands, (iii) if any court of competent jurisdiction finds any part or provision of this agreement to be invalid or unenforceable, such findings shall not affect any other part or provision.
- 19. I agree to pay a fee of \$20 to cover SIUPREM's handling and processing cost for each check applied to this indebtedness that is returned by payor's bank unpaid.
- 20. I agree to remain liable for any unpaid or deficiency balance due hereunder and pay the same with interest after maturity at the maximum legal rate.
- 21. I agree to pay a reasonable collection or attorney fee, not to exceed 20%, should this agreement be placed for collection with an attorney or firm who is not a salaried employee of SIUPREM.
- 22. I agree to pay SIUPREM a cancellation charge for a policy cancelled in accordance with the terms of this agreement. Such charge shall be up to the maximum amount allowed by law.
- 23. I authorize SIUPREM to finance any changes or renewals of the policies covered hereunder without having to execute a new agreement, and instruct SIUPREM to forward the undersigned a revision notice or memorandum of agreement showing all information required by law.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of sex or martial status. The Federal agency which administers compliance with this law concerning this Premium Finance Company is the Federal Trade Commission, 730 Peachtree St., N.E., Room 800, Atlanta, Georgia 30308.

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NOTICE OF INSURANCE INFORMATION PRACTICES

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.

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KING	SLAND,	GA, 31548		FOR		<u>/99 07/12/0</u>	0 X	AGENCY BILL	SIUPRE	M FIN	YES
CODE:	1528	SUB CODE:			PANY ONLY						
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OTHER COV	ERAGES, RESTR	ICTIONS AND/OR ENGORSE	MENTS (For hired	i/non-owned au	lo covere	ges attach the Business Aut	o Section, /	CORD 127)		4	16.00
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	ED RETROAC					1. DEDUCTIBLE PER		S			
		IINTERRUPTED CLAIM WORK, ACCIDENT, OR		<u>': </u>		2. NUMBER OF EMP					
BEEN EX	(CLUDED, UN	INSURED OR SELF-INS COVERAGE?			YES NO	3. NUMBER OF EMP 4. RETROACTIVE DA		COVERED B	Y EMPLOYEE	BENEFITS PLA	NS:
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CONTRACTORS EXPLAIN ALL "YES" RESPONSES (For past or present operations) EXPLAIN ALL "YES" RESPONSES (For past or present operations) YES NO YES NO DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS 4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS FOR OTHERS? LESS THAN YOURS? X 2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE 5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT **EXPLOSIVE MATERIAL?** PROVIDING YOU WITH A CERTIFICATE OF INSURANCE? Х 3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING. 8. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR UNDERGROUND WORK OR EARTH MOVING? WITHOUT OPERATORS? Х \$ PAID TO SUB-CONTRACTORS: % OF WORK SUBCONTRACTED: 0 # FULL-TIME STAFF: REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED # PART-TIME STAFF: 0 2 OWNERS ARE ONLY EMPLOYEES PRODUCTS/COMPLETED OPERATIONS EXPECTED PRODUCTS # OF UNITS ANNUAL GROSS SALES INTENDED USE PRINCIPAL COMPONENTS EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation) EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation) YES NO 1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS? Х 6. PRODUCTS RECALLED, DISCONTINUED, CHANGED? Х 2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? Х 7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER **APPLICANT LABEL?** 3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED? 8. PRODUCTS UNDER LABEL OF OTHERS? 4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS? Х 9. VENDORS COVERAGE REQUIRED? Х 5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY? 10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS? PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC ACORD 45 attached for additional names ADDITIONAL INTEREST/CERTIFICATE RECIPIENT CERTIFICATE REQUIRED REFERENCE #: INTEREST RANK: NAME AND ADDRESS INTEREST IN ITEM NUMBER ADDITIONAL INSURED LOCATION: BUILDING: LOSS PAYEE VEHICLE: MORTGAGEE SCHEDULED ITEM NUMBER: OTHER LIENHOLDER EMPLOYEE AS LESSOR ITEM DESCRIPTION: **GENERAL INFORMATION** EXPLAIN ALL "YES" RESPONSES (For all past or present operations) YES NO EXPLAIN ALL "YES" RESPONSES (For all past or present operations) YES NO 12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED? Х 1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED? X 13. ANY DEMOLITION EXPOSURE CONTEMPLATED? Х 2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS? Х 14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN 3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS JOINT VENTURES? INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, Х 15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS? DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? X (e.g. landfills, wastes, fuel tanks, etc) 18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES? Х 4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS? X 17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED? Х Х 5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS? 18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON X YOUR PREMISES WITHIN THE LAST THREE YEARS? Х 6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?

ACORD 126-S (1/97)

REMARKS

7. ANY PARKING FACILITIES OWNED/RENTED?

10. IS THERE A SWIMMING POOL ON THE PREMISES?

11. SPORTING OR SOCIAL EVENTS SPONSORED?

8. IS A FEE CHARGED FOR PARKING?

9. RECREATION FACILITIES PROVIDED?

Х

X

X

Х

19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY

20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE

ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY

Х

X

POLICY IN EFFECT?

OF THE PREMISES?

This Declaration Page	re is attached to and forms parts (of certificate provisions (Form SCL-3	BUSA)
Previous No. NEW	Authority Ref. No. BA990289	Certificate No. 4014A	
1 Name and address o	f the Assured.		ne, marketine e
Randy & Gaye dba: R & G Jan 1337 MiddleSch Kingsland, GA	itorial Service ool Rd.	Read Carefully This is a Restricted Policy	
2 Effective from 07/12, both days at 12:01 a.i		2/2000	
	with certain underwriters at rance Company Limited; Londo	n, England	Percentage 100%
	erage Ra mercial General Liability See NPS		
		\$100.00 Fee \$16.00 4% GA Tax	
		Total Charged: \$416.00	
5 Special conditions Subject to Form(s): N	PSU0001, NPSU0027, IL0017 (11/98),	IL0262 (04/98)	
5 Service of Suit May b	e made upon: See NPSU0051	James H. 7	Maun
Dated: 07/30/1999 NB	-		
NORTH POINT UNI ALPHARETTA, GEOI		THIS CONTRACT REGISTERED AND D SURPLUS LINES COVERAGE UNDER T INSURANCE LAW AND THIS (THESE) I NOT AUTHORIZED TO DO BUSINESS II	HE SURPLUS LINE NSURER(S) IS (ARE)

PRIGINAL

ENDORSEMENT

same the effective date of the ATTACHED TO AND FORMING PART OF POLICY NO.	* EFFECTIVE DATE OF ENDORSEMENT	* ISSUED TO
4014A		
	MINIMUM EARN	IED PREMIUM
hereby understood and agre \$n/a, or not les	ed that the minimum ears than <u>25</u> % of the	itual covenants contained in this certificate, it is rned premium for this policy is annual written premium and that such e or pro rata adjustment in the event of
		for nonpayment of premium shall be deemed as to, thereby activating the foregoing minimum
a request by the histored for t	ancenation of this policy	, thereby activating the foregoing minimum
earned premium provision.		, , , , , , , , , , , , , , , , , , , ,
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COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

These Supplemental Declarations form a part of policy number: 4014A

LIMITS OF INSURA	NCE								
General Aggregate Limit Products/Completed Op Personal and Advertising Each Occurrence Limit Fire Damage Limit Medical Expense Limit	erations Aggreg			\$ \$ \$ \$ \$ \$ \$	1,000,000 500,000 500,000 500,000 100,000 5,000	Any One Fire Any One Person			
BUSINESS DESCRIPTI	ON AND LO	CATION	OF PREMISES CO	OVERED BY	<u>THIS POLI</u>	<u>CY</u>			
Form of business: Individual Joint Venture Partnership Organization (other than Partnership or Joint Venture) Location of All Premises you own, rent or Occupy: Same as Mailing Address									
Premium									
Description of Haza Insured Classification		Code No	*Premium Basis	R Pr/Co	ate All Other		Premium All Other		
Janitorial Services		96816	(p) \$30,000.00	Included	8.00	Included	\$300.00 mp		
* (a) Area, (c) Total Cost;					Other Pr	otal Ivance remium \$ 300.00			
FORMS AND ENDORS	SEMENTS (oth	er than a	pplicable forms and	endorsements	shown elsev	where in the policy	y)		
Forms and endorsements a CG0001 (07/98) IL0021 (04/98)	pplying to this C CG0300 (01/9 NPSU0048			CG21	ime of issue: 49 (01/96) GL0013	CG2160 (UACGL0	09/98) 015		
							l l		

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMERCIAL LIABILITY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, COMPLETE THE ABOVE- NUMBERED POLICY.
NPSU0027

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY.

* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same the effective date of the policy.

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ATTACHED TO AND FORMING PART OF POLICY NO.	* EFFECTIVE DATE OF ENDORSEMENT	* ISSUED TO
4014A		

All other terms, conditions and agreements of the policy shall remain unchanged.

INDEPENDENT CONTRACTORS CONDITIONAL ENDORSEMENT

It is understood and agreed that the following condition is included as part of this policy:

1) The insured shall obtain Certificates of Insurance from all independent contractors with limits of liability providing coverage equal to or greater than the limit provided by this policy.

Any independent contractor who does not have liability insurance as outlined above will be classified and rated according to their operation as if employees. The cost of the sublet labor for that independent contractor will be used as the premium base and the appropriate rate and premium will be charged.

AUTHORIZED REPRESENTATIVE

NORTH POINT UNDERWRITERS, INC. ALPHARETTA, GEORGIA

7/30/99 - jlh

To the Insured:

You must read your policy and all attachments carefully. Should you have any questions regarding your policy, please contact your insurance representative.

NPSU0048

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY.

* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same the effective date of the policy.

ATTACHING TO AND FORMING PART OF POLICY NO.	* EFFECTIVE DATE OF ENDORSEMENT	* ISSUED TO
4014A		

COMBINATION ENDORSEMENT

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion c. Liquor Liability under Paragraph 2., Exclusions of COVERAGE a. Bodily Injury and Property Damage Liability (Section I - Coverages) is replaced by the following:

c. Liquor Liability

"Bodily Injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion only applies if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is the purpose of financial gain or livelihood;
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (4) Are an owner or lessor of premises used for such purposes.

All other terms and conditions of this policy remain unchanged.

EXCLUSION - ASBESTOS, SILICA DUST, TOXIC SUBSTANCES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

- (1) "Bodily injury", "personal injury" or medical payments caused by asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma, or any lung disease or any ailment caused by or aggravated by exposure, inhalation, consumption or absorption of asbestos fibers or dust or silica dust.;
- (2) Any "property damage" due to or arising out of the actual or alleged presence of asbestos or silica dust in any form, including the costs of remedial investigations or feasibility studies, or to the costs of testing, monitoring, cleaning, or removal of any property or substance; or
- (3) "Bodily injury", "property damage", "personal injury", "advertising injury" or medical payments or any other action based on Insured(s) supervision, removal, instructions, recommendations, warranties (expressed or implied), warnings or advice given, or withheld regarding asbestos fibers or silica dust.

All other terms and conditions of this policy remain unchanged.

EXCLUSION - LEAD CONTAMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

"Bodily injury", "property damage", "personal injury", "advertising injury" or medical payments arising out of the ingestion, inhalation or absorption of lead in any form;

Any loss, cost or expense arising out of any request, demand, or order that any insured or others test for, monitor, clean up, move, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or

Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

All other terms and conditions of this policy remain unchanged.

EXCLUSION - PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to liability arising out of the provision of or the failure to provide professional services.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy. Please read it carefully. CLAIMS NOTIFICATION AMENDMENT

Any claim or loss hereunder must be reported in writing as soon as practicable to the organization named below in lieu of any other individual or organization otherwise named in the policy for notification of claims or losses;

YOUR IN	ISURANCE AGENT
CLYDE ALDRISGE INSURA	NCE
905 East King Street	
Kingsland, GA 31548	
PHONE: 912-729-7600	FAX: 912-729-7605

All other terms and conditions of this policy remain unchanged.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the Jurisdiction of a Court of competent jurisdiction within the United States. Nothing in the Clause constitutes of should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of Competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States. It is further agreed that service of process in such suite may be upon:

LeBoeuf, Lamb, Green & MacRae 125 West 55th Street, New York, NY 10019-5389 and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the finial decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in and action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof. (1998)

NPSU 0051 (PAGE 2 OF 2)

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Coverage	Amount and Basis of Deductible			
	PER CLAIM or	PER OCCURRENCE		
Bodily Injury Liability	\$	\$		
OR				
Property Damage Liability	\$	\$		
OR				
Bodily Injury Liability and/or Property Damage Liability Combined	- \$ 250-00	\$		

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - PER CLAIM BASIS, If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

- Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

- PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

- C. The terms of this insurance, including those with respect to:
 - Our right and duty to defend the insured against any "suits" seeking those damages; and
 - Your duties in the event of an "occurrence", claim, or "suit"
 - apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

COMMON POLICY CONDITIONS

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

A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - a0 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

- 1. We have the right to:
 - a. Make inspections and surveys at any time;

- Give you reports on the conditions we find;
 and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declara-

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

- A. Paragraph A.1. of the CANCELLATION Common Policy Condition is replaced by the following:
 - The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
 - a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
 - b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- 10 days from the date of mailing or delivering our notice, or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.
- **B.** Paragraph **A.5.** of the CANCELLATION Common Policy Condition is replaced by the following:
 - 5. Premium Refund
 - a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b. If we cancel, the refund will be pro rata, except as provided in c. below.
 - c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
 - **d.** If the first Named Insured cancels, the refund may be less than pro rata.
 - e. The cancellation will be effective even if we have not made or offered a refund.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

- 1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V -Definitions. The second of the

SECTION I = COVERAGES 1. P. 2000. 2

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY NOT BE HERE

- 1. Insuring Agreement | May Other Case
 - a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

 2. Exclusions

This insurance does not apply to: $a_{ij} = b_{ij} + b_{ij} + \cdots + b_{ij}$

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property. The persons in the contract the persons of property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages: Transfer to the

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- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is io an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary , litigation expenses incurred by or for a -m-party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
- ા(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section 1 – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employmentrelated practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Coverage A — Bodily Injury And Property Damage Liability (Section I — Coverages) is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
 - (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application software;
 - (c) Computer operating systems and related software;

- (d) Computer networks;
- (e) Microprocessors (computer chips) not part of any computer system; or
- (f) Any other computerized or electronic equipment or components; or
- (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

This endorsement modules the policy. Please read it carefully.

EXCLUSION - VOLUNTARY LABOR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "personal injury", or medical payments to any member, associate, affiliated member, or to any person or persons loaned to or volunteering services to you, whether or not paid by you, arising out of or in the course of work performed for you or on your behalf.

All other terms and conditions of this policy remain unchanged.

EXCLUSION - BODILY INJURY TO INDEPENDENT CONTRACTORS' EMPLOYEES OR LEASED WORKERS

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "personal injury", "advertising injury" or medical payments to:

- Any employee or leased worker of independent contractors arising out of operations performed for you by said independent contractors or your acts or omissions in connection with the general supervision of such operations; or
- 2. The spouse, child, parent, brother or sister of that employee or "leased worker" as a consequence of 1. above.

All other terms and conditions of this policy remain unchanged.

Agenda Request For:

OCTOBER 9, 2000

Department:

BUILDING MAINTENANCE DEPT.

Fund:

GENERAL

Action requested and recommendation: RENEW A ONE-YEAR OPTION AS
OUTLINED IN THE CONTRACT WITH R & G JANITORIAL
SERVICE FOR JANITORIAL SERVICES TO CERTAIN

COUNTY FACILITIES.

Funding Source:

MAINTENANCE - CUSTODIAL

CONTRACT SERVICE-JANITORIAL 01196519-534101

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

CONTINUE EXISTING CONTRACT

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

N/A

Reviewed by:

Legal:

Finance:

Coordinator

APPROVED

DATE 10/16/00 SHB

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DANGE OF R&C GANIFORIAL COMPONIA,

The your horse ANY More GUESTION

OR CONCERNS PLEASE CONTRACT ROUGH

OR CONCERNS PERSON Af (4/17) 889-5993

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Guendoly M. Munga

Notary Public, Camden County, Georgia My Commission Expires July 8, 2002



contact the County on whether they were going to exercise the option, as of October 1, 2000 the \$12,500 was expensed, and the \$125,000 was rolled over into cash carried forward. Last week a City representative contacted Mr. Gossett and stated that the City was interested in the purchase. Mr. D'Amato was of the opinion that the purchase of the property is a legitimate expense of impact fee funds from the 501 district which would also have to be approved by the City. Mr. Gossett felt that this would be an appropriate agenda item for the November 9, 2000 meeting of the Agency.

Upon the request and recommendation of the Buildings Maintenance Supervisor, it was moved by Commissioner Marshall, seconded by Commissioner Howard, and unanimously carried to approve the renewal of a contract with R & G Janitorial Service for janitorial services to certain County facilities, contingent upon receipt of a notarized statement that Wilbert Sibley is a joint owner in the business.

The Board considered a rental agreement with proposed fees as presented by Daniel Salmon, Buildings Maintenance Supervisor. After discussion, it was moved by Commissioner Marshall and seconded by Commissioner Cooper to approve the rental agreement for County buildings and leave the

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