



T 708+478+1000
 F 708+478+1770
 11411 West 183rd Street, Suite A
 Orland Park, IL 60467

Equipment Services Schedule Cost per Page (CPP)

Next Day Toner Supplies, Inc. d/b/a Next Day Plus ("Company"), and Village of Orland Park ("Customer")

Bill To Address		Customer Contact Information	
Village of Orland Park 14700 S Ravinia Ave Orland Park, IL 60462		Tad Spencer tspencer@orlandpark.org (708) 403-6212	
Customer Number	1621	Account Executive	Luke Anderson
Contract ID	040825VOP	Term Length	60 Months

This Equipment Service Schedule ("Schedule") hereby incorporates those certain Standard Terms and Conditions by and among the Company and Customer as though set forth fully herein. All capitalized terms are defined in these Standard Terms and Conditions or in the applicable Schedule(s). In the event of any conflict between this Schedule and the Standard Terms and Conditions, this Schedule shall control. Company and Customer agree as follows:

- I. **Term:** The Term shall commence on the date of Equipment installation, as identified in the Delivery and Acceptance, and shall expire on the date that is 60 months thereafter. Absent termination or modification of this Schedule by the parties, the term shall auto-renew for a period of (1) one year based upon the same terms as provided herein.
- II. **Included Services:**
 - On-site labor
 - Long Life Consumables
 - Auto Supplies Replenishment (ASR)
 - Service parts
 - Toner Supplies
 - Other: _____
 - Maintenance Kits
 - Data Collection Agent (DCA)
- III. **Excluded Services:** These Services expressly exclude: Paper and Staples.
- IV. **Price:** The cost of the Services shall be as follows:

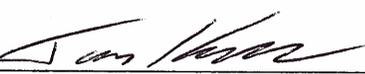
Brand & Model (Required)	Serial No.	Base Monthly Charge	Monochrome Prints		Color Prints	
			Number of Pages Included in Base Monthly Charge:	Cost Per Additional Page	Number of Pages Included in Base Monthly Charge:	Cost Per Additional Page
Xerox C8270	TBD	\$576.00	18,000	\$0.0045	11,000	\$0.045
Xerox C8270	TBD					
Xerox C8270	TBD					
Xerox C8270	TBD					
Xerox C8270	TBD					
Xerox C8255	TBD					
Xerox C8230	TBD					

Customer Location(s)
14700 S Ravinia Ave Orland Park, IL 60462
Police Department – 15100 S Ravinia Ave Orland Park, IL 60462
Sportsplex – 11351 W 159 th Street Orland Park, IL 60467

V. **Miscellaneous:**

- a. The cost of freight is paid by Company.
- b. Terms and Conditions and Terms and Conditions Amendment dated 5/6/2023 will apply.

<hr/> Initial here	I have received a copy of the Standard Terms and Conditions listed below and agree to be bound by them in their entirety.
-----------------------	---

<i>Accepted By: Next Day Plus</i>	
Signature:	
Print Name:	Tom Korloskus
Title:	CEO
Date:	5/6/25

<i>Accepted By: Customer</i>	
Signature:	
Print Name:	
Title:	
Date:	



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO BOX 660831, DALLAS TX 75266-0831

AGREEMENT NO.: 3138433

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Orland Park, Village of

ADDRESS: 14700 S Ravinia Ave Orland Park, IL 60462-3134

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Next Day Plus Orland Park, IL

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT*: \$1,544.20 (*PLUS TAX) PURCHASE OPTION*: \$1.00

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. You agree to file any required personal property tax returns. Sales or use tax due upfront will be payable over the term with a finance charge.

OWNERSHIP. You own the Equipment, including any software license rights granted to you, if any, by us or any third party supplier(s). You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Any change must be in writing signed by each party.

LESSOR ("WE", "US", "OUR") CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

LESSOR: GreatAmerica Financial Services Corporation CUSTOMER: (As Stated Above)

SIGNATURE: DATE: SIGNATURE: X DATE:

PRINT NAME & TITLE: PRINT NAME & TITLE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

Amendment

This Amendment amends that certain agreement by and between GreatAmerica Financial Services Corporation ("Lessor") and Village of Orland Park ("Customer") which agreement is identified in the Lessor's internal books and records as Agreement No.3138433 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Lessor and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The following sentence in the section entitled "**AGREEMENT**" is hereby deleted in its entirety:

"If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less."

2. The sentences in the section entitled "**LAW/FORUM**" which read "This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa," are hereby deleted in their entirety and replaced with the following:

"This Agreement and any claim related to this Agreement will be governed by Illinois law. Any dispute will be adjudicated in a state or federal court located in Cook County, Illinois."

3. The following is hereby added to the section entitled "**TAXES**":

"Notwithstanding the foregoing, you will not be charged sales tax to the extent this transaction is and remains exempt from sales tax, provided you have timely furnished us with appropriate documentation evidencing such exemption from sales tax, and provided such exempt status continues throughout the Agreement term."

4. The sentence in the section entitled "**DEFAULT/REMEDIES**" which reads "You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement," is hereby deleted in its entirety and replaced with the following:

"To the extent permitted by law, you agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement, in which we prevail."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. This Amendment is not binding until accepted by Lessor. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Amendment, and (ii) our original manual signature or (b) the copy of this Amendment executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Amendment is maintained or controlled.

CUSTOMER'S AUTHORIZED SIGNATURE

(As Stated Above)	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

LESSOR'S SIGNATURE

GreatAmerica Financial Services Corporation	X		
LESSOR	SIGNATURE	PRINT NAME & TITLE	DATE ACCEPTED



T 708+478+1000
F 708+478+1770
11411 West 183rd Street, Suite A
Orland Park, IL 60467

Standard Terms & Conditions

These standard terms and conditions (“Standard Terms and Conditions”) are hereby incorporated by reference into one (1) or more Schedules between Company and Customer as though set forth fully therein (collectively the “Agreement”). All capitalized terms are defined in these Standard Terms and Conditions or in the applicable Schedule(s). Company and Customer (each a “Party” and collectively “Parties”) agree as follows:

1. DEFINED TERMS.

- 1.1. “Activation” means when the Customer’s Service is available for Customer’s use.
- 1.2. “Break Fix Services” means services performed on a Managed Device to maintain and keep such Managed Device in good working order.
- 1.3. “Customer Marks” means Customer’s trade names, logos, trademarks, trade devices, trade dress, service marks, symbols, abbreviations or registered marks, or contractions or simulations thereof, or any other indicia of ownership of Customer.
- 1.4. “Customer-Owned Devices” means any and all computers, printers, copiers, phones or other technological devices owned or leased from a third party by Customer.
- 1.5. “Data Collection Agent” means a third party software application that collects critical data on counters, performance, and power levels from printing devices, which may be installed on a non-dedicated server, on Customer’s computer, or work alongside firmware on Equipment and/or Customer-Owned Devices.
- 1.6. “Equipment” means certain equipment owned by the Company and leased to the Customer, including but not limited to printers, copiers, telephones, computers, and servers.
- 1.7. “Event of Default” means the material breach of this Agreement by either Party.
- 1.8. “F.O.B.” means free on board.
- 1.9. “Managed Devices” means any Equipment and/or Customer-Owned Devices, including but not limited to those devices known, unknown, or later added to the Agreement by the Customer, that the Customer contracts the Company to manage, service, secure, perform network administration over, and other similar services.
- 1.10. “OEM” means the original equipment manufacturer.
- 1.11. “Page” means a standard, single-sided 8.5” x 11” piece of printer paper.
- 1.12. “Services” means the services the Company will provide, as described on any one (1) or more Schedules.
- 1.13. “Software” means proprietary software (including documentation relating to such software) owned or licensed by Company, or which Company has a right to sublicense under this Agreement, where software is either provided to Customer under this Agreement or is used by Customer in connection with the Services.
- 1.14. “Standard Business Hours” means the Company’s hours of operation, which are 9:00 AM – 5:00 PM CST, Monday through Friday, excluding Federal and Company-observed holidays.
- 1.15. “Standard Print” means a printed Page with ink or toner coverage in the amount of five percent (5%) or less.
- 1.16. “Supplies” means toner supplies, such as printer ink, toner cartridges, and other ancillary printing supplies provided by the Company, and storage media.
- 1.17. “Taxes” means all taxes (including without limitation, sales, use and personal property taxes, excluding only taxes based on Company’s income), levies, assessments, license and registration fees and other governmental charges relating to this Agreement.
- 1.18. “Term” means the period during which the Agreement is effective, including the initial term and renewal term(s), if any.
- 1.19. “Tools” means certain proprietary software, including but not limited to Data Collection Agents and those provided by OEMs, that are installed on Customer’s network and utilized by the Company in performing its obligations under the Agreement.

2. AUTO-REPLENISHMENT & SUPPLIES.

- 2.1. Company shall provide Supplies to Customer for the Equipment identified in one (1) or more Schedules for the duration of the Term. Customer covenants and agrees that Company shall be Customer’s preferred supplier of Supplies for the duration

of the Term. Pricing for the Supplies and/or maintenance is fixed during the Term, which is subject to modification by the Company in the event the cost of the Supplies from the OEM and/or Company maintenance costs increase.

- 2.2. Depending on the contracted Services, Company may maintain, service, and auto-replenish the Supplies for the duration of the Term. Company shall respond to service calls in accordance with Section 3 herein.
- 2.3. Company may utilize a Data Collection Agent to assist in Company's Services, maintenance, and auto-replenishment of the Supplies. Company will install the selected Data Collection Agent and pay for the licensing fees and costs associated with the Data Collection Agent. Company reserves the right to select the Data Collection Agent in its sole discretion, and at any time during the Term, Company may utilize a different Data Collection Agent. Customer remains solely responsible for the service, maintenance and security of any Customer-Owned Devices on which the Data Collection Agent is installed. In the event Customer elects not to utilize a Data Collection Agent, meter readings shall be subject to Section 9.2.
- 2.4. The following items are expressly excluded from any Company service and maintenance obligations: replacement parts for Equipment or Customer-Owned Devices; consumables; media, including but not limited to paper, staples, and the like; and labor arising from, related to, or made necessary by improper use, management or supervision of the Equipment or Customer-Owned Devices, failure to provide a suitable installation environment, including but not limited to adequate power, air conditioning or humidity control, accidents and disasters, including but not limited to fire, flood, water damage, excessive snow or ice, wind, and lightning; old, faulty or defective electrical sources, equipment and cabling; and malfunctioning Customer-Owned Devices, cables and other external equipment.
- 2.5. All orders received during Standard Business Hours shall be shipped via UPS Ground from one of the Company's domestic distribution centers. All goods shall be shipped F.O.B. to the Customer-identified "Ship To" location. If Customer requests expedited shipping, the cost of second day, overnight, or other non-standard shipping will be billed to Customer.

3. **BREAK FIX SERVICES.**

- 3.1. Break Fix Services may be initiated by the Tools for networked Managed Devices or by Customer calling Company directly.
 - 3.2. Customers must assist Company with remote solve efforts, including talking with a service representative to detail the issue, attempt recommended actions to resolve it and, if not resolved remotely, schedule an appointment for a service technician to perform on-site Break Fix Services.
 - 3.3. If a device fault cannot be resolved remotely, Company will dispatch a service technician to perform on-site Break Fix Services on or before the next successive business day after a call is received and preliminary troubleshooting has been completed remotely. On-site Break Fix Services are provided during Standard Business Hours. Break Fix Services exclude repairs due to: (i) misuse, neglect, abuse or operation of a Managed Device outside the OEM's specifications; (ii) failure of the Customer to comply with the OEM's published specifications; (iii) act of God or other force majeure event; (iv) relocation, alterations, or use of options, accessories, service or supplies not provided by Company; (v) failure to perform any Customer obligations identified in one (1) or more Schedules; or (vi) acts or omissions of Customer or any party not affiliated with Company.
 - 3.4. If Company determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Customer may (i): replace the device at its own expense with a device that is then supported by the OEM, or (ii): notify Company to delete the device from the Agreement.
 - 3.5. Replacement parts may be new or used and all removed, replaced parts become Company's property and obligation to properly dispose, should Customer opt to do so.
 - 3.6. If a maintenance kit or drum is required for a Managed Device, Company will provide Customer with the drum or maintenance kit component(s). Drums and maintenance kits are included in Schedule pricing. Technicians are not dispatched for preventative maintenance or cleaning or for installation of maintenance kits or drums if such items are designated as a Customer replaced unit. If Customer desires to have a Company technician install an item designated as a CRU, then a separate hourly rate will be charged at \$159.00 per hour, per technician, with a minimum of one hour.
4. **CUSTOMER MAINTENANCE.** Customer shall designate at least one (1) suitable, key operator of the Customer-Owned Devices and the Equipment that will be obligated to perform ongoing, day-to-day maintenance and care to such devices. Company will train the suitable, key operator(s) as to how to properly use any contracted Equipment, resolve printer jams, identify appropriate cleaning and dusting methods, replenish toner, printer paper and other OEM-defined user replaceable Supplies ("Customer's Maintenance Obligations"). Customer shall remain solely responsible for Customer's Maintenance Obligations during the Term, and Customer shall bear the risk of loss or damage, beyond normal wear and tear, due to: Customer's improper use of Customer-Owned Devices and/or Equipment; Customer's failure to timely perform Customer's Maintenance Obligations; or damage occasioned by Customer's use of unauthorized Supplies.
5. **SHORT-TERM RENTALS.** Notwithstanding anything herein to the contrary, the Parties may enter into short-term rentals of Equipment. During the Term, which shall be less than one (1) year, will provide certain Supplies and perform limited Break Fix Services as identified on the Short Term Rental Schedule. At the end of the Term, Customer may elect to purchase

the leased Equipment at a cost to be determined at that time. Either Party may terminate a Short Term Rental Schedule upon thirty (30) days' written notice to the other Party.

6. NON-STANDARD PRINTING. For the duration of the Term, Customer shall be limited to activities that result in a Standard Print. To the extent that Customer engages in excessive, abusive, or unreasonable printing outside the scope of the Agreement, or Customer engages in non-Standard Printing, the Company reserves the right to submit additional billing invoices to the Customer for such excessive, unforeseen costs.
7. ADVANCE INSPECTION. Company reserves the right to inspect any and all Managed Devices and/or Customer-Owned Devices to evaluate its mechanical condition and operability. Any Managed Devices or Customer-Owned Devices that are identified, in the Company's sole discretion, as requiring immediate repair or replacement must be repaired or replaced prior to commencing Services on such unit. Customer may elect to have the Company repair or replace a Customer-Owned Device at a rate of \$159.00 per hour, per technician, plus the cost of any replacement parts or equipment, or the Customer may elect to have the unit excluded from this Agreement.
8. INVOICING AND PAYMENTS.
 - 8.1. Periodically, dependent upon the Services provided, Company shall issue invoices for the Services to the Customer's preferred contact. All invoices are due and payable within thirty (30) days of issuance.
 - 8.2. Customer agrees to pay Company, by the due date as set forth on the invoice, all minimum monthly charges, excess print charges and all other amounts due under this Agreement (including all applicable taxes). Customer agrees to pay the minimum monthly charges each month even if Customer does not make the number of prints included with the minimum monthly charges. Customer may not carry over a credit from any month during which Customer makes fewer than the minimum number of prints. If Company does not receive payment in full on or before its due date, Customer shall pay (i) a fee equal to the greater of 1.5% of the amount that is late or \$25.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month from the due date to the date paid. Customer is responsible for all Taxes. Company may periodically bill Customer for, and Customer agrees to promptly pay any Taxes. Customer authorizes Company to pay any Taxes when and as they may become due, and Customer agrees to reimburse Company promptly upon demand for the full amount (less any estimated amounts previously paid by Customer). Customer will pay Company for any costs incurred, including attorney fees and courts costs, in enforcing the terms of this Agreement.
 - 8.3. Company reserves the right to modify the cost of the Services, Supplies, Break Fix Services, Equipment, or maintenance due to any unforeseen price increases at any time during the Term.
9. THIRD PARTY VENDORS AND TOOLS.
 - 9.1. Company will use the Tools to perform Company's obligations under this Agreement. The Tools are trade secrets. Tools and any related documentation are licensed under a separate click-wrap or shrink-wrap license agreement that Customer must accept at the time of installation. Tools are operated and used only by Company and OEM, and Customer has no right to use, access or operate the Tools. Customer shall not decompile or reverse engineer the Tools. The Tools will be removed by Company at the expiration or termination of this Agreement. Tools facilitate performance of the Services through automatic collection and transmission of data to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner. The automatic data transmission capability does not allow Company or OEM to read, view or download the content of any of Customer's documents residing on or passing through the Equipment, Customer-Owned Devices, or Customer's information management systems.
 - 9.2. In the event the Tools do not generate a meter reading, or Customer has opted to not install a Data Collection Agent, Customer agrees to provide Company with accurate meter readings within a reasonable time of the Company's request, or if mutually agreed upon, to provide the Company with timely access to all Managed Devices so that Company may obtain meter readings as required. In the event a meter reading is not generated by the Tools or, upon request, Customer fails to provide a meter reading within a reasonable time, Company may estimate the reading and bill Customer accordingly, or perform an on-site meter reading at a rate of \$159.00 per hour, per technician.
 - 9.3. Company reserves the right to select any and all third party vendors and licensors, including Data Collection Agents, in its sole discretion, and at any time during the Term, Company may change and utilize a different third party vendor or licensor.
10. SERVICES OUTSIDE SCOPE OF AGREEMENT. At any time during the Term, Customer may request the Company to perform excluded Services on a one-time or ongoing basis. Such additional services, whether deemed necessary or desired during a Break Fix Service visit or otherwise, shall be subject to additional billing and cost to the Customer.
11. RETURN POLICY. Notwithstanding Section 13 herein, Company warrants that all Supplies will be free from material defect for a period of one (1) year from date of purchase. In the event any of the Supplies are determined to be defective, Company, at Company's option, will either refund Customer at the cost of the defective Supplies or replace the defective Supplies. Customer covenants and agrees that Customer shall use the Supplies only as specified by the OEM. Customer's improper use of the Supplies shall void this limited warranty. Unused imaging Supplies, such as ink and toner, may be

returned within ninety (90) days from the date of invoice for credit to the Customer's account, provided the Customer is compliant with this Section 11. To be eligible for a return, all products must be packaged in the original protective outer box and be in resalable condition, as determined in the Company's sole discretion. All returns must have a return merchandise authorization ("RMA") number associated with the Supplies, which can be obtained by contacting the Company's Client Services department at (888) 928-6637 or e-mailing the Customer Returns Department at returns@nextdayplus.com. Customer is responsible for returning the approved items to the Next Day Plus warehouse and for all associated shipping and/or handling costs. Some special orders may not be returned or may require a restock fee of up to twenty percent (20%). All sales on hardware, such as printers, copiers, VOIP products, and IT products, are final and not subject to return.

12. INDEMNIFICATION.

- 12.1. Company and/or OEMs, as is applicable, will defend, and pay any settlement agreed to by the OEMs or any final judgment for, any claim that the Tools infringe a third party's U.S. intellectual property rights. Customer must promptly notify Company and the OEMs of any alleged infringement and permit Company and OEMs to direct the defense. Neither Company nor the OEMs are responsible for any non-litigation expenses or settlements unless Company and OEMs pre-approve them in writing. To avoid infringement, Company may modify or substitute an equivalent Tool, or obtain any necessary licenses. Company is not liable for any infringement based upon a modification of the Tools to Customer's specifications or the Tools being used by Customer in a manner not permitted by this Agreement.
- 12.2. Notwithstanding Section 12.1, above, this limited indemnification does not include any and all claims, costs, damages, actions, destruction, loss of data, data integrity issues, and/or other loss sustained by Customer caused by third party software and/or other licensed material installed on the Equipment and/or Customer-Owned Devices.
- 12.3. Customer further agrees to defend, indemnify and hold harmless Company from and against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims made or brought against Company by a third party arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct of Customer or any user of the Services, Software or Company Equipment, whether authorized or unauthorized by Customer; (ii) Customer's breach of any obligation, warranty, representation, or covenant of this Agreement; (iii) any claim by any employee or invitee of Customer or user other than a claim based on the gross negligence or willful misconduct of Company; (iv) any claim by any customer of Customer, end user or other third party relating to, or arising from, Customer Data or Customer's use of the Services, Software or Company Equipment; or (v) violation of any Applicable Laws by Customer or any Customer employee, contractor or agent.
13. LIMITATION OF LIABILITY. The Services will be performed in a skillful and workmanlike manner. NEITHER OEMS NOR COMPANY MAKE ANY OTHER WARRANTIES AND BOTH OEMS AND COMPANY DISCLAIM ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Any liability for any cause of action whatsoever shall be limited to amounts paid by Customer under this Agreement. This limitation shall apply regardless of the form of action, whether contract or tort, including without limitation negligence actions, provided, however, that this limitation shall not apply to damages resulting from personal injury caused by Company's negligence. In no event shall OEMs or Company be liable to Customer for any special, indirect, incidental, consequential, exemplary or punitive damages in any way arising out of or relating to this Agreement. Notwithstanding anything to the contrary in this Agreement, OEMs shall not be liable to Customer or be responsible to provide any Break Fix Services or Supplies in the event that Company is in breach of its agreement(s) with the OEMs, third party vendors, or licensors. Customer covenants and agrees that it has read the terms of service of any such third party vendor, and expressly assumes the risk of any damage, destruction, loss of data, data integrity issues, or other loss sustained by Customer caused by third party software and/or other licensed material installed on the Equipment and/or Customer-Owned Devices. Customer shall also hold the Company harmless due to its use, improper use, or inability to use Company Supplies or Equipment, or subjecting the Managed Devices, Equipment, or Customer-Owned Devices to unusual physical or electrical stress.

14. CONFIDENTIALITY.

- 14.1. Customer's is solely responsible for removal of all confidential information contained on the Equipment or Customer-Owned Devices prior to Company servicing and/or receiving possession of the equipment. If the confidential information is not removed, it may become in the possession of Company or a third party. Company hereby disclaims responsibility and liability for any and all damages caused in whole or in part by Customer's failure to (1) remove confidential documents from the scan trays and output bins (2) remove confidential information from the Equipment or Customer-Owned Device's hard drive or (3) to comply with an applicable State or Federal law concerning the protection and non-disclosure of confidential information.
- 14.2. In addition, the Parties acknowledge that each are individually the owner of valuable trade secrets and other confidential information. It is further acknowledged that in performance of the Services certain proprietary and confidential information may be incidentally disclosed to the other Party. The Parties agree that, except as permitted and directed by the Company or Customer, the Company's and Customer's respective directors, managers, employees, agents, representatives, third party vendors, and subcontractors will not at any time during or after the term of this Agreement disclose any proprietary or

confidential information, procedures, or strategies to any person or company, or permit any person or company to examine or make copies of any reports or documents prepared. Upon the termination of this Agreement, each Party will return all physical confidential and proprietary information in possession or control that contain or relate to such confidential information, including all materials and deliverables, such as working papers, reports, and data, provided to, developed by or prepared as part of this Agreement, unless it is part of a deliverable included in the Customer's contracted solution. To the extent that a copy of such proprietary or confidential information is in the digital possession of either Party, the possessing Party shall destroy any such digital copies and files at the termination of this Agreement.

- 14.3. The following information shall not be deemed confidential information: (a) information that was, at the time of disclosure to it, in the public domain; (b) confidential information becomes published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) such information was already in the possession of the receiving Party at the time of disclosure without being subject to another obligation of confidentiality; (d) the information was received after disclosure from a third party who had a lawful right to disclose such information or materials to it; (e) the information was independently developed by the receiving party without reference to or use of confidential information of the furnishing Party; (f) the information was required to be disclosed to any regulatory body or court having jurisdiction over either Party or any of their respective affiliates and/or clients; or (g) that disclosure is necessary by reason of applicable legal, accounting or regulatory requirements beyond the reasonable control of the receiving Party.
- 14.4. In the case of any disclosure pursuant to (f) or (g), above, to the extent practical, the disclosing Party shall notify the other Party in advance of the required disclosure and at the cost of the non-disclosing Party, shall use commercially reasonable efforts to assist the non-disclosing Party in obtaining a protective order covering such disclosure. If such a protective order is obtained, such information and materials shall continue to be deemed to be confidential information.
15. NON-SOLICITATION OF COMPANY EMPLOYEES. Customer shall not solicit Company's employees for hire, as an employee, independent contractor or representative, any Company employees, agents, or representatives that have worked directly or indirectly with the Customer and/or have appeared on-site at any Customer location or place of business. In the event Customer breaches this provision, Customer shall be deemed to have committed a material breach of this Agreement. An employee, agent, or representative shall be rebuttably presumed to have been solicited by Customer in the event such Company employee, agent, or representative leaves Company's employment and engages in a business relationship with Customer within one year of Customer's most recent contact with a Company employee, agent, or representative. In such event, Customer shall be invoiced for thirty percent (30%) of such employee's, agent's, or representative's annual salary at the time of departure from the Company. Customer covenants and agrees to pay said invoice upon receipt. The Parties stipulate that Company's loss of a valuable employee, agent, or representative is impossible to quantify, and thus, the 30% liquidated damages sum set forth herein is agreed by the Parties to be a fair and equitable in light of such material breach.
16. FORCE MAJEURE. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused or occasioned by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, war, acts of war or terrorism, insurrections, riots, strikes, lockouts, labor shortages and disturbances, government-mandated shutdowns, governmental executive orders or similar decrees, industry-wide shipping or production delay, international pandemics such as COVID-19 (commonly known as the novel Coronavirus), or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.
17. UNKNOWN DEVICES. Any and all Managed Devices, Equipment or Customer-Owned Devices that which the Company will provide Services to and on that are replaced, added, or were unknown by the Company and become identified after the effective date of the Agreement shall be automatically incorporated into the Agreement, provided that such devices shall be subject to additional billing to the Customer in an amount to be determined at the time of replacement, addition, or identification.
18. TERMINATION.
- 18.1. Company may terminate any one (1) or more Schedules with Customer immediately upon the occurrence of an Event of Default, or the Company may opt not to renew the Term at any time within sixty (60) days of the Term's expiration upon written notice to customer.
- 18.2. Customer may terminate this Agreement without cause, upon thirty (30) days' written notice, provided however that in the event of any termination that does not coincide with the end of the Term, Customer will pay Company a termination fee, follows: (a) for any one (1) or more Schedule that provides only for fees without allotments (i.e., pages or toners paid by actual usage), the termination fee will equal 85% of the average monthly fee paid by Company to Customer during the Term of the Agreement, multiplied by the number of months remaining in the Term, or (b) for any one (1) or more Schedule that provides for fees with allotments, the termination fee will equal the highest invoiced amount to Customer for the Equipment since the beginning of the Term, which is then multiplied by the number of months then remaining in

the Term, or \$1,000.00 per device listed on all active Schedules, whichever is greater. Customer may not, however, terminate this Agreement during the last twelve (12) months of the Term.

19. DEFAULT.

19.1. In the Event of Default by Customer, Company may do any or all of the following, at Company's option: (a) terminate this Agreement, (b) require Customer to pay to Company, on demand, an amount equal to the sum of (i) all amounts then due and past due, (ii) amount equal to the highest invoiced amount to Customer for the Equipment since the beginning of the Term multiplied by twelve months, and (iii) all other amounts advanced by the company or may thereafter become due to a third party, and/or (c) exercise any other remedy available to Company at law or in equity. Customer shall further reimburse Company on demand for all reasonable expenses of enforcement, including, without limitation, reasonable attorneys' fees and costs.

19.2. In the Event of Default by the Company, the Customer may terminate this Agreement.

20. ACCOUNT MAINTENANCE. An account executive will be assigned to Customer's account and will be the ongoing point of contact with respect to all ordering, billing and shipping inquiries. In the event Customer's account executive is temporarily unavailable, Customer may call 708-478-1000 during Standard Business Hours to address any needs, including returns, damaged products, or order status inquiries. Email support is also available at the addresses below:

General Inquiries	info@nextdayplus.com
Tracking	tracking@nextdayplus.com
Returns/Damaged Product	returns@nextdayplus.com

21. ASSIGNMENT. CUSTOMER SHALL NOT SELL, ASSIGN, OR OTHERWISE TRANSFER (collectively, "TRANSFER") THIS AGREEMENT, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY. Any attempted assignment or delegation without the prior written consent of Company shall be void. Although the OEMs are not a party to this Agreement, the respective OEMs are a third party beneficiary of this Agreement. Customer acknowledges that Company may, without notice to Customer, Transfer this Agreement to the respective OEM or a third party reseller of respective OEM products.

22. LOSS AND DAMAGE. Customer bears the risk of loss and damage to the Equipment and/or Customer-Owned Devices, and Customer shall continue to perform its obligations even if such items become damaged or suffers a loss.

23. PUBLICITY. Neither Party will initiate making the terms or existence of this Agreement public or otherwise issue a press release, advertisement or promotion regarding Customer's purchase or use of goods or Services covered by this Agreement without the prior written approval of the other Party except that: (i) either Party may make disclosures required by legal, accounting or regulatory requirements; (ii) Company may refer to Customer in customer lists and/or correspondence with prospective customers; and (iii) Company may refer to this Agreement in communications with investors or prospective customers. Customer Marks are and shall remain Customer's exclusive property. Company, on its behalf and on the behalf of all of its employees, agents or contractors, acknowledge that nothing in this Agreement shall serve to transfer any ownership rights in the Customer Marks. Any and all use of Customer Marks by the Company (if any) is subject to the prior written approval of Customer.

24. EXPORT CONTROLS. Customer agrees to comply fully with all relevant export laws and regulations of the United States, including the U.S. Export Administration Regulations, administered by the Department of Commerce. Customer also expressly agrees that it shall not export, directly or indirectly, re-export, divert, or transfer any portion of Services, Equipment or Software to any destination, company, or person restricted or prohibited by U.S. export controls.

25. NOTICES. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence.

26. GOVERNING LAW. Any action related to this Agreement shall be governed by the laws of Illinois without regard to choice of law principles and any litigation hereunder shall take place in the state or federal courts located in Will County Illinois. Each term hereof shall be interpreted to the maximum extent possible so as to be enforceable under applicable law.

27. MISCELLANEOUS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either party, either express or implied, or any breach of these terms or conditions shall be construed as a waiver of any other term or condition. The provisions of this Agreement that by their nature continue in

effect shall survive the termination or expiration of this Agreement. The Agreement represents the final and only agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. The Agreement can be changed only by a written agreement between the parties. In the event of any conflict between the terms hereof or any one (1) or more Schedules, the terms of the Schedule with the latest effective date shall control. Customer hereby represents to Company that this Agreement is legally binding and enforceable against Customer in accordance with its terms.



T 708+478+1000

F 708+478+1770

11411 West 183rd Street, Suite A
Orland Park, IL 60467

Terms and Conditions – Amendment

THIS AMENDMENT TO THE STANDARD TERMS AND CONDITIONS shall be made effective 5/6/2025, by and between Customer and Next Day Toner Supplies, Inc. d/b/a Next Day Plus ("Supplier").

THAT, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to this Amendment to the standard Terms and Conditions, intending to be legally bound, hereby agree that the Terms and Conditions between the parties, dated 5/6/2025 (hereinafter referred to as the "Agreement") and is hereby amended as follows:

Section 2.1 is hereby revised to read as follows:

Company shall provide Supplies to Customer for the Equipment identified in one (1) or more Schedules for the duration of the Term. Customer covenants and agrees that Company shall be Customer's preferred supplier of Supplies for the duration of the Term. Pricing for the Supplies and/or maintenance is fixed during the Term, which is subject to modification by the Company upon express Agreement of the parties.

Section 2.3 is hereby revised to include:

Company acknowledges that Customer is a governmental unit subject to the Illinois Freedom of Information Act, and that the Freedom of Information Act applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

Section 8 INVOICING AND PAYMENTS is hereby revised to read as follows:

8.1 Periodically, dependent upon the Services provided, Company shall issue invoices for the Services to the Customer's preferred contact. All invoices are due and payable pursuant to the Illinois Local Government Prompt Payment Act.

8.2 Customer agrees to pay Company, as provided by the Illinois Local Government Prompt Payment Act, all minimum monthly charges, excess print charges and all other amounts due under this Agreement (including all applicable taxes). Customer agrees to pay the minimum monthly charges each month even if Customer does not make the number of prints included with the minimum monthly charges. Customer may not carry over a credit from any month during which Customer makes fewer than the minimum number of prints Customer will pay Company for any costs incurred, including attorney fees and courts costs, in enforcing the terms of this Agreement.

8.3 Company reserves the right to modify the cost of the Services, Supplies, Break Fix Services, Equipment, or maintenance up to 10% annually during the Term.

Section 10 SERVICES OUTSIDE SCOPE OF AGREEMENT is hereby omitted.

Section 12.3 is hereby revised to read as follows:

Customer further agrees to defend, indemnify and hold harmless Company from and against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims made or brought against Company by a third party arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct of Customer or any user of the Services, Software or Company Equipment, whether authorized or unauthorized by Customer; (ii) Customer's breach of any obligation, warranty, representation, or covenant of this Agreement; (iii) any claim by any employee or invitee of Customer or user other than a claim based on the negligence or willful misconduct of Company; (iv) any claim by any customer of Customer, end user or other third party relating to, or arising from, Customer Data or Customer's use of the Services, Software or Company Equipment; or (v) violation of any Applicable Laws by Customer or any Customer employee, contractor or agent.

Section 14.2 is hereby revised to read as follows:

In addition, the Parties acknowledge that each are individually the owner of valuable trade secrets and other confidential information. It is further acknowledged that in performance of the Services certain proprietary and confidential information may be incidentally disclosed to the other Party. The Parties agree that, except as permitted and directed by the Company or Customer or as required by law, the Company's and Customer's respective directors, managers, employees, agents, representatives, third party vendors, and subcontractors will not at any time during or after the term of this Agreement disclose any proprietary or confidential information, procedures, or strategies to any person or company, or permit any person or company to examine or make copies of any reports or documents prepared. Upon the termination of this Agreement, each Party will return all physical confidential and proprietary information in possession or control that contain or relate to such confidential information, including all materials and deliverables, such as working papers, reports, and data, provided to, developed by or prepared as part of this Agreement, unless it is part of a deliverable included in the Customer's contracted solution. To the extent that a copy of such proprietary or confidential information is in the digital possession of either Party, the possessing Party shall destroy any such digital copies and files at the termination of this Agreement as allowed by law.

Section 16 FORCE MAJEURE is hereby revised to read as follows:

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused or occasioned by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, war, acts of war or terrorism, insurrections, riots, strikes, lockouts, , government-mandated shutdowns, governmental executive orders or similar decrees, industrywide shipping or production delay, international pandemics such as COVID-19 (commonly known as the novel Coronavirus), or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

Section 19 DEFAULT is hereby revised to read as follows:

19.1 In the Event of Default by Customer, Company may do any or all of the following, at Company's option: (a) terminate this Agreement, (b) require Customer to pay to Company, on demand, an amount equal to the sum of (i) all amounts then due and past due, (ii) amount equal to the highest invoiced amount to Customer for the Equipment since the beginning of the Term multiplied by twelve months, and (iii) all other amounts advanced by the company or may thereafter become due to a third party, and/or (c) exercise any other remedy available to Company at law or in equity. Customer shall further reimburse Company for all reasonable expenses of enforcement, including, without limitation, reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction.

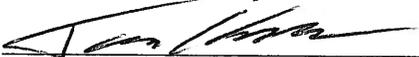
19.2 In the Event of Default by the Company, the Customer may terminate this Agreement. and/or exercise any other remedy available to Customer at law or in equity. Company shall further reimburse Customer for all reasonable expenses of enforcement, including, without limitation, reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction.

AS AMENDED, the Terms and Conditions are hereby ratified and approved, and each party hereto acknowledges and agrees that the Terms and Conditions shall remain in full force and effect. This Amendment and the aforementioned Terms and Conditions constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements and understandings between the parties. The Terms and Conditions as amended may not be extended, changed or amended unless mutually agreed by both parties in writing.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**Next Day Toner Supplies, Inc.
d/b/a Next Day Plus**

(Customer)



Signature

Signature

Tom Kosloskus

Print Name

Print Name

CEO

Title

Title

5/6/25

Date

Date

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Austin Chute,
(Enter Name of Person Making Certification)

as Director of Operations
(Enter Title of Person Making Certification)

and on behalf of GreatAmerica Financial Services Corporation, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 42-1425592
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation IA 5/31/1994
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned Small Business ([SBA standards](#))
- Women-Owned Prefer not to disclose
- Veteran-Owned Not Applicable
- Disabled-Owned

How are you certifying? Certificates Attached Self-Certifying

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned Small Business ([SBA standards](#))
- Women-Owned Prefer not to disclose
- Veteran-Owned Not Applicable
- Disabled-Owned

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2024

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 TrueNorth Companies, LC 500 1st St SE Cedar Rapids IA 52401	CONTACT NAME: RM Home Office PHONE (A/C, No, Ext): 319-366-2723 E-MAIL ADDRESS: certs@truenorthcompanies.com		FAX (A/C, No): 877-810-6374													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E : Lloyd's</td> <td>85202</td> </tr> <tr> <td>INSURER F : Homeland Insurance Company of New York</td> <td>34452</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Navigators Specialty Insurance Company	36056	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : Travelers Casualty and Surety Company	19038	INSURER E : Lloyd's	85202	INSURER F : Homeland Insurance Company of New York
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Cincinnati Insurance Company	10677															
INSURER B : Navigators Specialty Insurance Company	36056															
INSURER C : Travelers Property Casualty Company of America	25674															
INSURER D : Travelers Casualty and Surety Company	19038															
INSURER E : Lloyd's	85202															
INSURER F : Homeland Insurance Company of New York	34452															
INSURED GreatAmerica Financial Services Corporation 625 First St. SE, S#800 Cedar Rapids IA 52401	GREALEA-01															

COVERAGES

CERTIFICATE NUMBER: 332365951

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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ENP 0595819	2/1/2024	2/1/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0595819	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP 0595819	2/1/2024	2/1/2027	EACH OCCURRENCE	\$ 20,000,000
							AGGREGATE	\$
								\$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB1T459759 UB1T842877	2/1/2024 2/1/2024	2/1/2025 2/1/2025	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B E F	Professional Liability Cyber Liability Excess Cyber Liability			CE23MPL084725IC 01MRCT0000009-02 720000659-0001	2/1/2024 2/1/2024 2/1/2024	2/1/2025 2/1/2025 2/1/2025	Ea Claim/Agg Ea Claim/Agg Ea Claim/Agg	\$5,000,000 \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Professional Liability Policy #EEO147321228-02 Homesite Insurance Company 2/1/2024 - 2/1/2025 \$5,000,000 Limit
 Excess Cyber Liability Policy #BFLCYETIA011400_022055_01 Texas Insurance Company 2/1/2024 - 2/1/2025 \$5,000,000 Limit

If Yes is indicated above for Additional Insured form General Liability #GA210(02/07) applies. Coverage is extended for work performed and required under written contract with the above named insured. If blanket coverage applies, state regulations limit the information that may be added regarding additional insureds to include policy form numbers only.

CERTIFICATE HOLDER**CANCELLATION**

To Whom It May Concern

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **TAX CERTIFICATION:** Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Austin Chute

Name of Authorized Officer

Director of Operations

Title

1/10/25

Date

Contractual Risk Transfer Evaluation Summary

Date _____

Vendor/Contractor Name: _____

Contract/Project Name/ #: _____

Contract Type: Contractor Prof. Svcs Goods Only MSA

MSA Title _____

Type of Work: _____

Contract/Project Summary: _____

Policy Expiration Date: _____

Required Coverages/Limits – Per Contract:
Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Jonathan Gialq
(Enter Name of Person Making Certification)
as President
(Enter Title of Person Making Certification)
and on behalf of Nest Day Plus, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 36-4258242
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation

IL Nov 1998
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- | | |
|---|---|
| Minority-Owned <input type="checkbox"/> | Small Business <input type="checkbox"/> (SBA standards) |
| Women-Owned <input type="checkbox"/> | Prefer not to disclose <input type="checkbox"/> |
| Veteran-Owned <input type="checkbox"/> | Not Applicable <input checked="" type="checkbox"/> |
| Disabled-Owned <input type="checkbox"/> | |

How are you certifying? Certificates Attached Self-Certifying

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- | | |
|---|---|
| Minority-Owned <input type="checkbox"/> | Small Business <input type="checkbox"/> (SBA standards) |
| Women-Owned <input type="checkbox"/> | Prefer not to disclose <input type="checkbox"/> |
| Veteran-Owned <input type="checkbox"/> | Not Applicable <input type="checkbox"/> |
| Disabled-Owned <input type="checkbox"/> | |

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY:** Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

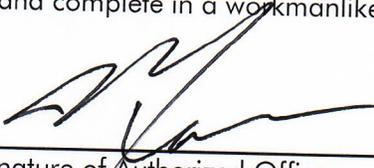
6) **TAX CERTIFICATION:** Yes No

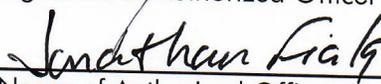
Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

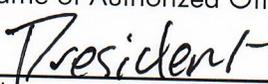
7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer


Name of Authorized Officer


Title


Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2024

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 Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C. No. Ext): 708-845-3000		FAX (A/C. No.):
	E-MAIL ADDRESS: certificates@thehortongroup.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Next Day Toner Supplies Inc. dba Next Day Plus DBA Next Day Plus DBA Next Day Plus 11411 West 183rd St Suite A Orland Park IL 60467	NEXTDAY-01		INSURER A : Massachusetts Bay Insurance Co 22306
			INSURER B : Allmerica Financial Benefit Co 41840
			INSURER C : Hanover Insurance Company 22292
			INSURER D : Trisura Specialty Insurance Company 16188
			INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 2142706931

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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ODCA002662	7/11/2024	7/11/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWCA002606	7/11/2024	7/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ODCA002662	7/11/2024	7/11/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHCA003374	7/11/2024	7/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A D	Business Personal Property Cyber Liability			ODCA002662 ATB674098502	7/11/2024 6/16/2024	7/11/2025 6/16/2025	Limit/Deductible Aggregate \$1,293,600/\$5,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Officers Excluded: Jonathan Fiala, Thomas Kosloskus.

Additional insured on a primary and non-contributory basis with respect to the general liability coverage only when required by written contract. Waivers of subrogation apply to the general liability and workers compensation in favor of the stated additional insureds only when required by written contract. Additional insured on a primary and non-contributory basis with respect to the general liability coverage only when required by written contract: The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured

CERTIFICATE HOLDER**CANCELLATION**

The Village of Orland Park
 14700 Ravinia Avenue
 Orland Park IL 60462

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
The insurance afforded to the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

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

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

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.:**

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
Representations
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. SECTION I - PROPERTY

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY**.

2. SECTION II - LIABILITY

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

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

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to SECTION II - LIABILITY Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. 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 that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

IL

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

Contractual Risk Transfer Evaluation Summary

Date _____

Vendor/Contractor Name: _____

Contract/Project Name/ #: _____

Contract Type: Contractor Prof. Svcs Goods Only MSA

MSA Title _____

Type of Work: _____

Contract/Project Summary: _____

Policy Expiration Date: _____

Required Coverages/Limits – Per Contract:
Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable