

1555 Promontory Circle  
Greeley, CO 80638-0001

**Named Insured**

AT2 000131 3317 9T-20-2211-FAD1 F M

THE WILLOW BUILDING  
C/O JUDY BALKIND  
PO BOX 3071  
TELLURIDE CO 81435-3071



Entity: ASSOCIATION

**RENEWAL DECLARATIONS**

<b>Policy Number</b>	<b>96-GJ-7259-4</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	APR 12 2014	APR 12 2015
The policy period begins and ends at 12:01 am standard time at your mailing address as shown.		

**COMMERCIAL LIABILITY UMBRELLA POLICY**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	\$ 5,000,000
Coverage L - Business Liability (Annual Aggregate)	\$ 5,000,000
<b>Self-Insured Retention</b>	\$ 10,000

**Required Underlying Insurance Schedule**

Coverage	Required Underlying Insurance Schedule	Minimum Underlying Limits
<b>Business Liability</b>	Bodily Injury (Per Occurrence)	\$ 500,000
	Bodily Injury (Annual Aggregate)	\$ 1,000,000
	Property Damage (Per Occurrence and Annual Aggregate)	\$ 100,000
	--or--	
	Bodily Injury and Property Damage (Per Occurrence)	\$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
<b>Employers Non-Owned Auto Liability</b>	Bodily Injury and Property Damage (Each Occurrence)	\$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	\$ 500,000 / \$ 500,000
	Property Damage (Each Accident)	\$ 100,000
	--or--	
	Bodily Injury and Property Damage (Each Accident)	\$ 500,000

**Forms & Endorsements**

Commercial Umb Coverage Form	CU-2100
*Amendatory Endorsement	CU-2206.1
*Terrorism Insurance Cov Notice	FE-6999.1
Exclusion - Lead Poisoning	CU-2339
Amendment of Who Is an Insured	CU-2384

**Policy Premium** \$ 1,028.00

\* New Form Attached

Other limits and exclusions may apply - refer to your policy

Continued on Reverse

CU-2000 Prepared FEB 18 2014  
0296 299 I

**MIKE TRUJILLO INSUR AGENCY INC**  
(970) 249-4404

# IMPORTANT NOTICE

Effective with this policy term, endorsement **CU-2206.1 AMENDATORY ENDORSEMENT (Colorado)** is being added to your policy.

This notice provides a brief description of the change to your policy. Please read the endorsement thoroughly and note the following:

The word "spouse" is replaced with the phrase "spouse or party to a civil union recognized by Colorado law" wherever it is used in this policy or endorsements attached to this policy.

Endorsement **CU-2206.1** follows this notice. Please read it carefully and keep it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is provided for informational purposes only, and does not change, modify or invalidate any of the provisions, terms or conditions of your policy or any other applicable endorsements.

## **FE-2206.1 AMENDATORY ENDORSEMENT (Colorado)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

1. When used in this policy or in any endorsement attached to this policy, the word "spouse" is replaced with "spouse or party to a civil union recognized under Colorado law".
2. The following Conditions are added:
  - a. **Increase In Premium Or Decrease In Coverage**  
We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail written notice of our intention, including the actual reason, to the first Named Insured at least 45 days before the effective date. Our notice will be sent by first class mail to the first Named Insured's last mailing address shown in our records. Proof of mailing will be sufficient proof of notice.  
Any decrease in coverage during the policy term must be based on one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) A false statement knowingly made by the insured on the application for insurance; or
    - (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.
  - b. **Cancellation**
    - (1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
    - (2) **Cancellation Of Policies In Effect For:**
      - (a) **Less than 60 Days**  
If this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
        - i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
        - ii. 30 days before the effective date of cancellation if we cancel for any other reason.
      - (b) **60 Days Or More**
        - i. If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
          - 1) Nonpayment of premium;

any of your "employees", of any "auto". However, such contractor agreement will not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees";

- (7)** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- b.** Does not include under, Paragraphs **(6)** and **(7)**, that part of any contract or agreement:
- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a)** Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection or engineering services;
- (4)** That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5)** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.
- b.** With respect to any construction agreement subject to Colo. Rev. Stat. § 13-21-111.5, definition **11**. "Insured contract" is replaced by the following:
- 11. "Insured contract"**
- a.** Means:
- (1)** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- (2)** A sidetrack agreement;
- (3)** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (4)** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (5)** An elevator maintenance agreement;



In accordance with the Terrorism Risk Insurance Reauthorization Act of 2007, this disclosure is part of your policy.



## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the

United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

**THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.**

FE-6999.1

0404-1001

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Required Underlying Insurance Schedule

Coverage

Minimum Underlying Limits

Hired Auto Liability

Bodily Injury and Property Damage (Each Occurrence)	\$	500,000
Bodily Injury and Property Damage (Annual Aggregate)	\$	1,000,000
--or--		
Bodily Injury (Each Person/Each Accident)	\$	500,000 / \$ 500,000
Property Damage (Each Accident)	\$	100,000
--or--		
Bodily Injury and Property Damage (Each Accident)	\$	500,000

Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Edward D. Rusk Jr.*  
President

- 2) A false statement knowingly made by the insured on the application for insurance; or
  - 3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.
- ii. If we cancel, we will mail written notice of cancellation to the first Named Insured:
- 1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
  - 2) At least 45 days before the effective date of cancellation, if we cancel for any other reason.
- (3) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (4) We will mail our notice of cancellation by first class mail to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.
- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If this policy insured more than one Named Insured:
- (a) The first Named Insured may affect cancellation for the account of all insureds; and
  - (b) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

### c. When We Do Not Renew

- (1) If we decide not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured shown in the Declarations at least 45 days before:
  - (a) The expiration date; or
  - (b) The anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- (2) We will mail our notice, by first-class mail, to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

### 3 LIABILITY DEFINITIONS is modified as follows:

- a. Except for any construction agreement subject to Colo. Rev. Stat. § 13-21-111.5, definition 11. "Insured contract" is replaced by the following:

#### 11. "Insured contract"

##### a. Means:

- (1) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- (2) A sidetrack agreement;
- (3) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (5) An elevator maintenance agreement;
- (6) That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or

- (6) That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contractor agreement will not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees";
- (7) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, but only to the extent that the "bodily injury" or "property damage" is caused by your acts or omissions or by the acts or omissions of those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- b. Does not include under, Paragraphs (6) and (7), that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection or engineering services;
- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

All other policy provisions apply.

CU-2206.1

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