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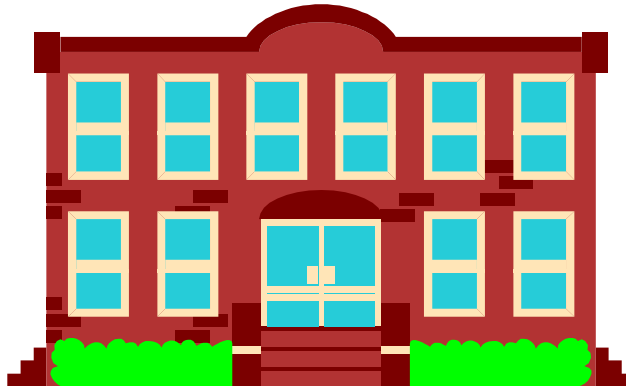


“Twelve Common Mistakes Risk Managers Make”¹

1. Insufficient attention to loss control
2. Letting inertia and politics drive servicing choices
3. Risk management “blind spots”
4. Inadequate preparation for consequential losses
5. Avoiding instead of managing risk
6. Failure to communicate effectively with upper management
7. Failure to develop computer skills
8. Inadequate people skills
9. Superperson syndrome
10. Failure to document
11. Lack of creativity
12. To avoid most of these mistakes the risk manager must ask themselves each day “What am I doing right now to add value to the organization/department/project or work team?”



¹ Used with permission of International Risk Management Institute, Dallas, Texas



**Valley Schools Insurance Trust
Valley Schools Workers' Compensation Pool**

MISSION STATEMENT

The VSIT/VSWCP is a resource to reduce liability by promoting and assisting in the safety and protection of the Deer Valley, Paradise Valley, and Peoria Unified School Districts' valuable assets including students, employees, and property.



AnyTown ISD
AUSTIN, TEXAS

To: ALL SUPERVISORS

Date: July 31, 2004

From: D. G. Feller
Superintendent

Subject: RISK MANAGEMENT AND
SAFETY POLICY AND PROCEDURES
MANUAL

AnyTown ISD is committed to creating and maintaining a safe working environment for its employees. We are committed to your future at the school district, but we need your help.

Our insurance premiums are directly affected by our losses. Since we are self-insured, increased losses make our insurance costs go up and our available funds go down. And if our available funds go down, there is less money to spend on wages, salaries and employee benefits. As you can see, we need your help in *Making Safety Pay at AnyTown*. With the growth of the AnyTown school system, it has become necessary to provide an outline to administer safety policies. This has been necessitated by the number of people employed, by the increase in the cost of insurance, and by the increasing role of the government in regulating the work place.

This Manual, which has been approved by the School Board, has been prepared as a guide and reference for members of the administration at all levels of supervisory responsibility.

Any policy, however, is only as good as its implementation, and the key to the implementation of policy is the supervisor who is responsible for and in direct contact with each group of employees. You are the individuals who must translate these ideas and principles into action, and it is upon you that we depend for the successful development of a safe and productive working environment for our employees. Accordingly, I request each of you thoroughly familiarize yourself with the contents of this Manual in order that all safety policies of the organization maybe administered fairly and effectively.

This is our school, yours and mine, so let's protect our jobs by being safety conscious.

D. G. Feller
Superintendent
DGF/mbw



Risk Management Manual

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FOREWORD

Post County ISD's Risk Management program has, as its mission, the protection of its human, financial and physical assets. The protection and well-being of our employees and the public takes priority over all other objectives. Our financial and physical assets provide us with the tools to accomplish the School District's basic mission, to serve the tax payers and public of Post County.

This manual is designed to assist Post County ISD's departments in carrying out the School District's risk management objectives. The manual has been prepared in loose leaf format to facilitate removal and replacement of pages as procedures change and new information is provided. It is meant to be a "how to" guideline for your use in complying with School policies and procedures. Good risk management is basically the emphasizing of good management practices. It is hoped that we can materially reduce our risk related losses and, concurrently, their costs by following good risk management practices. "Control your losses, control your costs" is a risk management axiom.

Every School employee is responsible for their own safety and that of those who work with them. The Loss Prevention section of this manual is designed to assist them in doing so. The occupational Medical section is designed to answer the most frequently asked questions about Workers' Compensation, American with Disabilities Act and the School District's medical examination program. The Risk Financing section is designed to assist School District personnel involved in the financing of risk be it from a contractual, accounting, budget or other viewpoint.

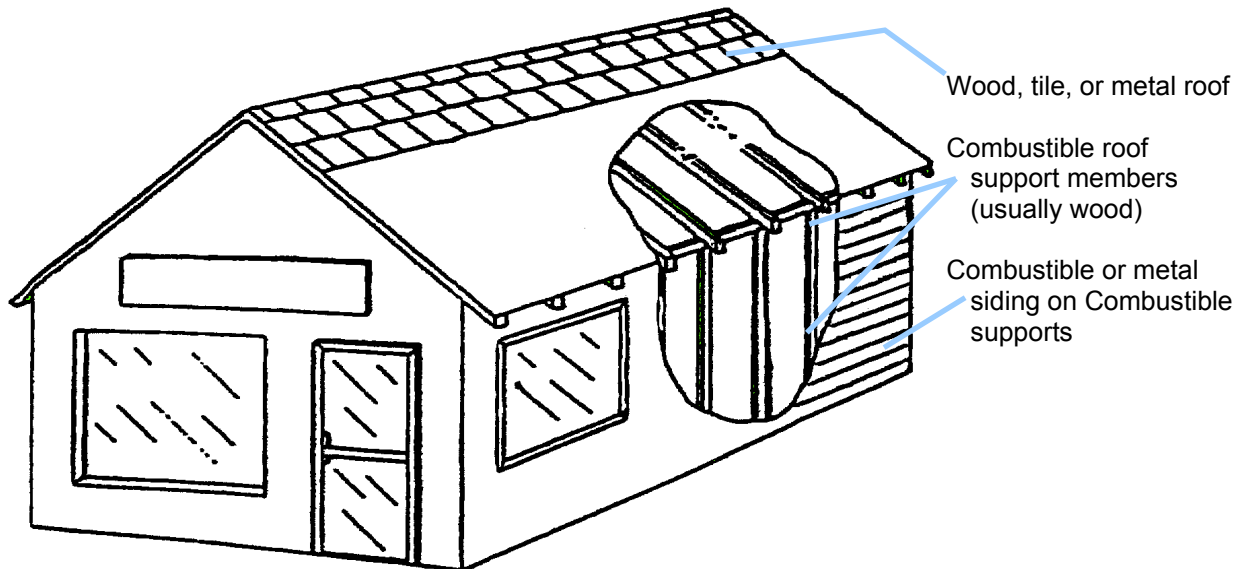
It is hoped that this manual will be of assistance to everyone in the School District's efforts to carry out the objectives of the School District's mission, to serve the public and our tax payers.

C. H. Huckelberry
Superintendent
Post County ISD



FRAME BUILDINGS

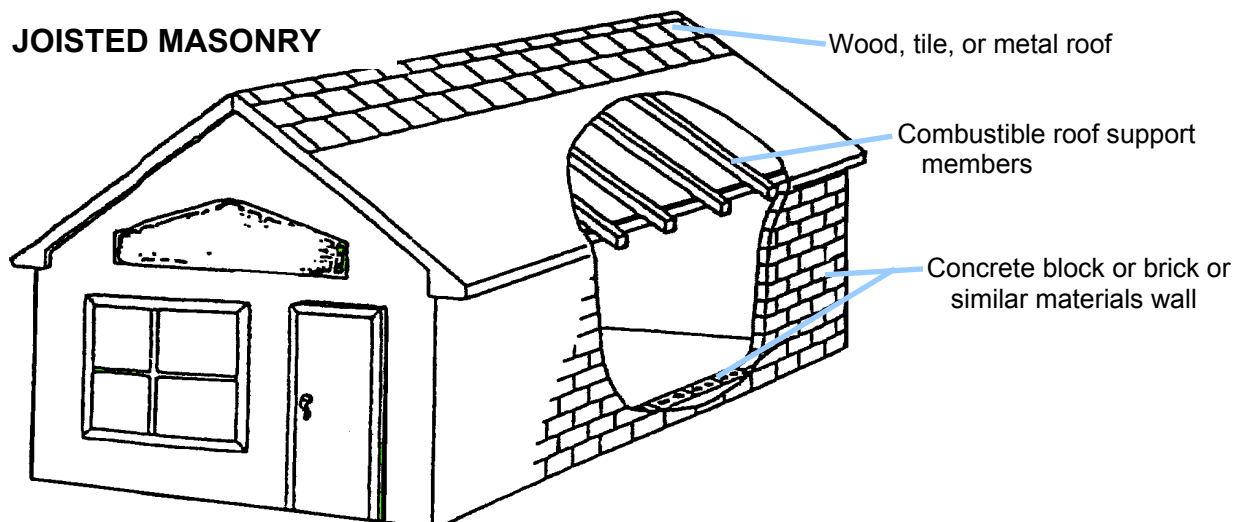
Exterior walls are wood or other combustible materials, including construction where combustible materials are combined with other materials (brick veneer, stone veneer, wood-iron clad, stucco on wood).



JOISTED MASONRY BUILDINGS

Exterior walls are constructed of masonry materials such as brick concrete, gypsum block, hollow concrete block, stone, tile, or similar materials. Floors and roof are combustible (disregarding floors resting directly on the ground).

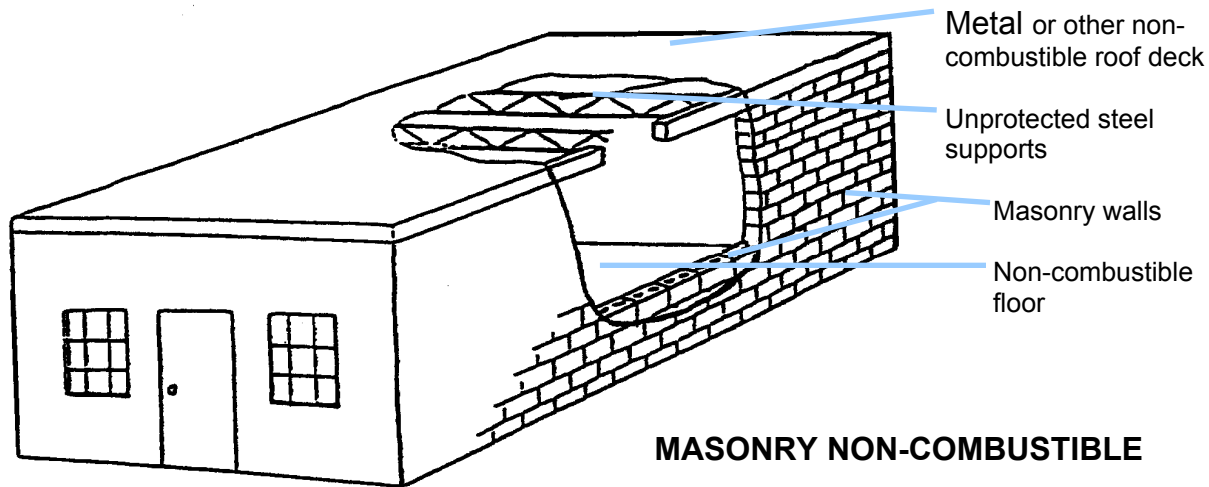
JOISTED MASONRY





MASONRY NON-COMBUSTIBLE BUILDINGS

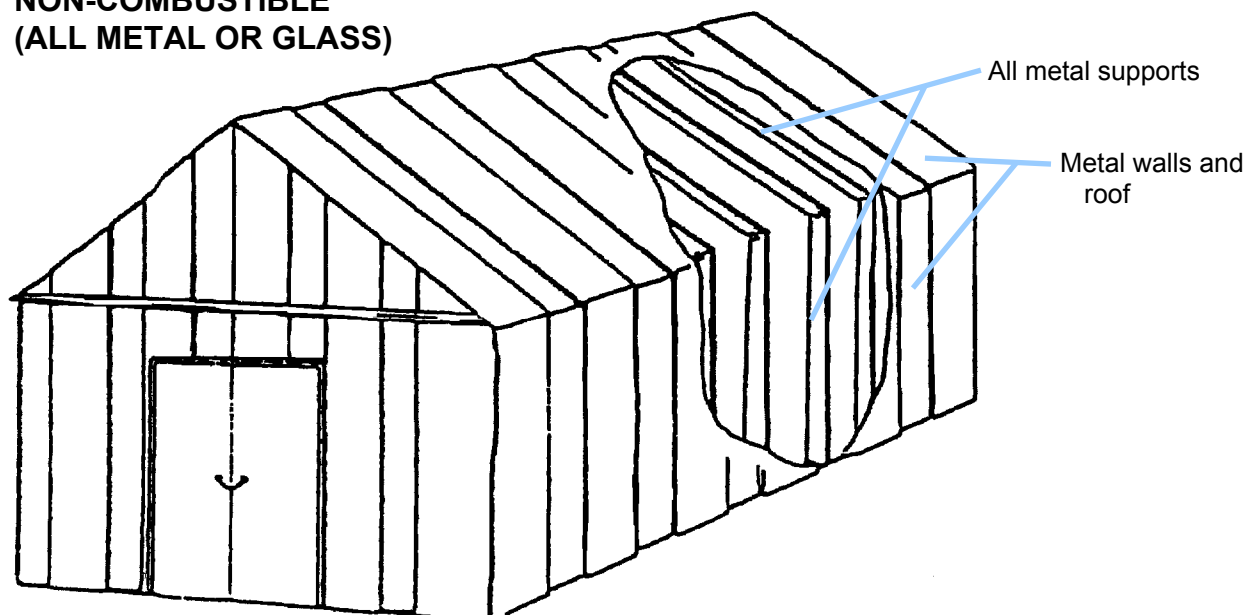
Exterior walls are constructed of masonry material such as brick, concrete, gypsum block, hollow concrete block, stone, tile, or similar material. Floors and roof are of metal or other non-combustible materials.



- **NON-COMBUSTIBLE BUILDINGS**

Exterior walls, floors, and roof are constructed of and supported by metal, asbestos, gypsum, or other non-combustible materials.

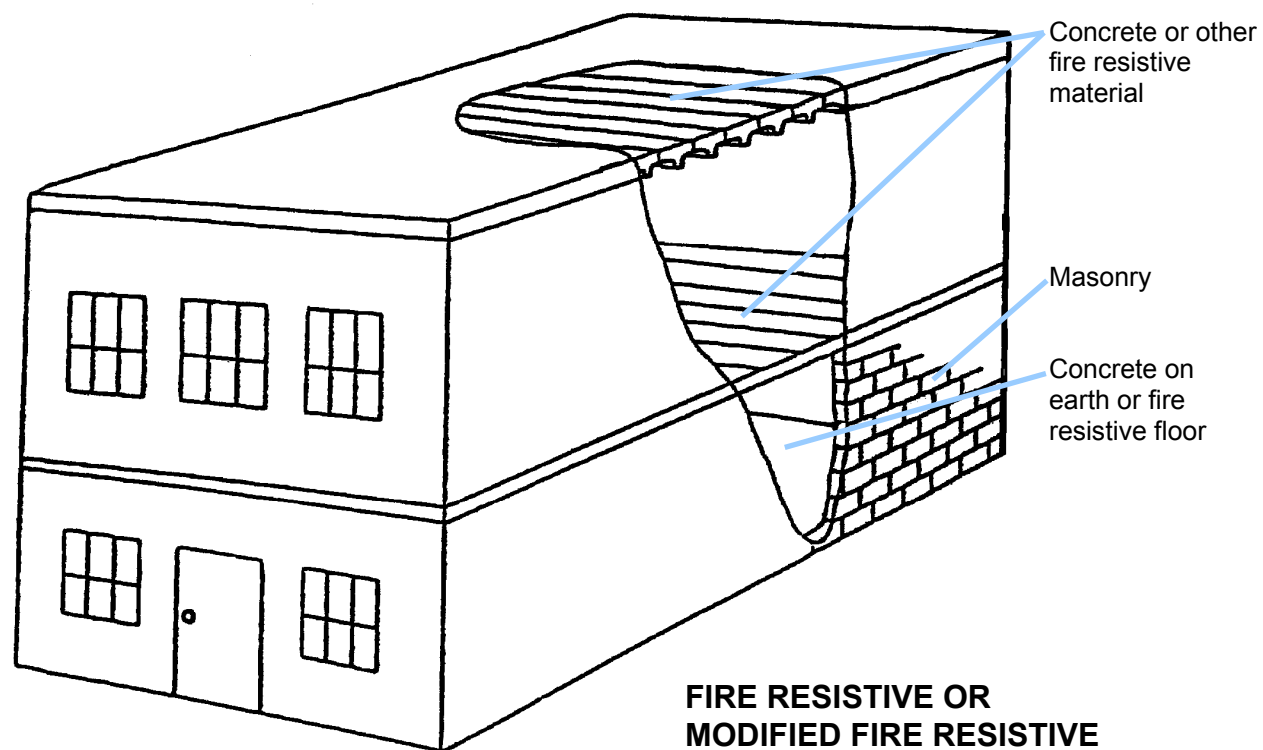
NON-COMBUSTIBLE (ALL METAL OR GLASS)





MODIFIED FIRE RESISTIVE OR FIRE RESISTIVE BUILDINGS

Exterior walls, floors, and roof are constructed of masonry or fire resistive materials.





Asset List

<u>Asset</u>	<u>Direct Value</u>	<u>Indirect Value</u>	<u>Additional Info.</u>
Physical Resources (owned or for which responsible)			
Real Property (owned, leased)			
Offices			
Shop Facilities			
Warehouses			
Other Buildings			
Underground Property			
Land			
Other: _____			
Personal Property (owned, leased, held)			
Aircraft			
Goods of Others			
Automotive Vehicles			
EDP Equipment			
Equipment and Machinery:			
Air Conditioners			
Boilers			
Electric Motors			
Misc. Electric Apparatus			
Furnaces			
Pressure Vessels			
Transformers			
Artwork (painting/sculptures)			
Furniture & Fixtures			
Improvement & Betterments			
Promotional Displays (signs)			
Recreational Facilities			
Security, Protection and Detection Devices			



Stock and Inventory

Watercraft

Other

Human Resources

Employees

Superintendent

Principals

Key Employees w/ critical
skills

Teachers

Maintenance personnel

Service Organization Personnel

Legal Counsel

Auditors

Data Processing

Transportation

Customers (students)

Others: _____

Natural Resources

Air

Energy

Electricity

Natural Gas

Oil

Gasoline

Solar

Hydroelectric

Paper

Water

Other: _____



Financial Resources

Capital

- Cash
- Checks
- Securities
- U.S. Savings Bonds
- Traveler's Checks
- Other Financial Instruments

Valuable Records

- Leases (as Lessee or Lessor)
- Contracts
- Mortgage Loan Agreements
- Manuscripts
- Specifications
- Charter and by-laws
- Other: _____

- Gold and similar precious metals

Intangible Resources

- Natural Environment (Climate, Geography)

- Physical Environment

- Economic Environment (Favorability, Stability)

- Social and Political Environment (Stability)



Critical Suppliers

Transportation (Employees,
Cash, Securities)
Utilities (Gas, Oil,
Electricity, Water)
Public Protection (Fire,
Police)
Communications
(Telephone, Postal, Press)

Competition (or lack)

Critical Specialists

Accounting
Architectural
Engineering
Data Processing
Insurance
Legal
Medical
Real Estate
Risk Management

Public Confidence

Other



Perils List

<u>Perils</u>	<u>Limited</u>	<u>Moderate</u>	<u>Severe</u>	<u>Additional Identifying Info. (asset affected, operations, locations of property where may apply)</u>
Natural Exposures (Incidence generally beyond human control)				
Drought				
Land movement or change				
Earthquake				
Landslide				
Avalanche				
Subsidence or Collapse				
Erosion				
Physical Change				
Spoilage				
Shrinkage				
Evaporation				
Water Damage				
Leakage				
Flood				
Tidal Wave				
Sewer Backup				
Sprinkler System				
Blizzard, Ice Storm, Hailstorm				
Windstorm (dust storm)				
Hurricane (typhoon, cyclone)				



<u>Perils</u>	<u>Limited</u>	<u>Moderate</u>	<u>Severe</u>	<u>Additional Identifying Info.</u> <u>(asset affected, operations,</u> <u>locations of property where</u> <u>may apply)</u>
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Tornado

Direct Perils (incidence generally
within human control)

Assault and Battery

Breakage

Breakdown of machinery

Collision

Vehicles

Watercraft

Aircraft

Contamination

Liquid

Solid

Radioactive

Corrosion, Spillage, Leakage



<u>Perils</u>	<u>Limited</u>	<u>Moderate</u>	<u>Severe</u>	<u>Additional Identifying Info.</u> <u>(asset affected, operations,</u> <u>locations of property where</u> <u>may apply)</u>
Crime				
Burglary				
Robbery				
Larceny				
Theft (location or transit)				
Misplacement				
False pretenses				
Employee dishonesty				
Forgery				
Counterfeiting				
Fraud				
Electrical disturbance or erasure				
Explosion and implosion (bombs, boilers)				
Failure of environmental controls (temperature, humidity, pressure)				
Falling objects				
Fauna				
Animals				
Rodents				
Insects				
Pests				
Fire, arson, smoke damage				
Jettison				
Order of civil authority				
Riots, civil disorder				
Sound and shock waves				
Strikes				



<u>Perils</u>	<u>Limited</u>	<u>Moderate</u>	<u>Severe</u>	<u>Additional Identifying Info.</u> <u>(asset affected, operations,</u> <u>locations of property where</u> <u>may apply)</u>
Transportation				
Overturn				
Collision				
Hijack				
Unintentional error				
Employee				
Counsel				
Computer				
Vandalism, malicious mischief				
Kidnapping				
Violent behavior by students, teachers, public				
Drug dealing/consumption				
War, insurrection, rebellion, sabotage				



20-Factor Test for Contract Labor

1. **Instructions** — Is the person required to comply with instructions about when, where, and how the work is to be done? If a person is required to comply with instructions as to when and how to perform the work, that person is generally considered an employee.
2. **Training** — Is the person provided training? Did the individual receive training by another experienced employee working with him or her? Training typically points to employee status, since it indicates that the employer wants the services to be performed in a particular manner and is exerting considerable control.
3. **Integration** — Are the services for the operations of the company? The more integrated the individual's task is, the more likely the company has control — making the individual an employee.
4. **Service Rendered Personally** — Are the services provided personally by the individual? If the service must be rendered by a particular individual, then the employer likely has control, meaning the service provider is likely an employee.
5. **Hiring, Supervising and Paying Assistants** — Does the company hire, supervise or pay assistance to help the person? If the company controls these activities, employee status is indicated.
6. **Continuing Relationship** — Is there a continuing relationship between the person and the company? An ongoing relationship with an individual in a company tends to indicate the existence of an employer/employee relationship.
7. **Set Hours of Work** — Does the company set the work schedule? If the company can set specific hours when the individual must be "on the job," the individual is most likely an employee.
8. **Full Time Required** — Does the person devote his/her full work time to the company? If the company requires an individual to devote full time to the business, that individual will be considered an employee.
9. **Location of Work** — Is the work performed at the company's place of business or at specific places designated by the company? Control is the key word. Control over the place of work — on company premises or a site determined by the company — indicates an employer/employee relationship.
10. **Order or Sequence of Work** — Does the company direct the sequence of the work performed? If the employer can set the sequence in which services are to be performed, then control is being exercised — and the individual providing services is an employee.
11. **Oral or Written Reports** — Are reports regularly given to the company? If oral or written reports are required by the company, then control and an employer/employee relationship is indicated.
12. **Payment by Hour, Week or Month** — Is the person paid hourly, weekly, or monthly (as opposed to "by the job")? An independent contractor is normally paid by the job or on a commission basis, rather than on a schedule or by a guaranteed amount.
13. **Payment of Business and/or Traveling Expense** — Does the company reimburse the person for business or travel expenses? The fact that the "employer" will pay for an individual's work-related expenses is indicative of control — and employee status.
14. **Tools and Materials** — Does the company supply materials or tools to the person? Providing tools and materials to an individual suggests that a company is also exercising control, which again means that the individual is an employee.
15. **Significant Investment** — Does the person have equipment or facilities to perform services? If an individual has significant personal investment in facilities or equipment, that person is likely to be an independent contractor.
16. **Profit or Loss Potential** — Is there an exposure to loss, or the potential of profit for the individual? A person who is in a position to realize a profit or suffer a loss as a result of the service provided is more than likely an independent contractor.
17. **Working for More than One Firm** — Does the person work exclusively for the company? If an individual works for more than one company at the same time, the person is normally an independent contractor.
18. **Making Service Available to the General Public** — Does the individual in question make his services available to the public at large? Advertising to the general public the availability to perform a particular service normally indicates an independent contractor.
19. **Right to Discharge** — Can the worker be dismissed for reasons other than non-performance of contract specifications? The right to discharge an individual is clearly an act of control and is indicative of an employer/employee relationship.
20. **Right to Terminate** — Can the person terminate his relationship with the company without liability for failure to complete the job? Employees can usually terminate the relationship with the employer at any time without incurring any liability. An independent contractor normally has obligations to complete specific jobs or a legal obligation to satisfactorily perform a particular service.



Human Resource List

<u>Perils</u>	<u>Limited</u>	<u>Moderate</u>	<u>Severe</u>	<u>Additional Identifying Info.</u> <u>(asset affected, operations,</u> <u>locations of property where</u> <u>may apply)</u>
Injury from accident (occupational or non-occupational)				
Disability (short- or long-term)				
Disease (physical and mental Drug addiction/smoking Alcoholism Obesity)				
Epidemic (influenza, etc.)				
Death				
Obsolescence				
Civil Rights				
Independent Contractors				
Off-the-job (24 hours)				
Family Members				
Resignation				
Termination				
Retirement				
Business Continuation Agreements				

[illegible]



Employment Issues

Recommended procedures that, when properly structured, also affect the safety performance of your school.

- Hiring
- Screening
- Orientation
- Job descriptions
- Performance Evaluation
- Discipline
- Record keeping
- Termination

Essential personnel policies that reduce liability and also reinforce safety.

- | | |
|--|---|
| • Absenteeism (Attendance and Tardiness) | • Attire |
| • At Will | • Conduct |
| • Development (training and education) | • Discipline |
| • Drugs, alcohol and inhalants | • Evacuation |
| • Gambling | • Horseplay |
| • Fighting | • Fire and fire fighting |
| • First aid | • Hazard Communication |
| • Hearing Conservation | • Lockout/tagout (shop/boiler) |
| • Maintenance of property | • Moonlighting |
| • Personal protection equipment (PPE) | • Privacy |
| • Reporting of an accident/incident | • Return to work (light or modified duty) |
| • Safety equipment – use and return of | • Safety rules |
| • Suggestions | • Termination |
| • Vehicles usage | • Visitors |
| • Weapons | • Workers' Compensation Insurance |
| • School violence | |

Essential personnel policies that reduce liability exposures and are affected by safety-related issues.

- COBRA
- Grievances
- Leaves
- Management rights
- Medical records
- Open door
- Personnel records (access to)
- Sexual harassment
- Discrimination



Additional recommended personnel policies. Those that are highlighted are considered essential personnel policies.

- | | |
|---|---|
| 1. Access to school areas | 28. Drugs, alcohol, and other prohibited items |
| 2. Advancement and promotion | Prohibited items |
| 3. Anniversary date | Drugs usually tested for and level of detection |
| 4. Approval / Contractual obligations, licenses, etc. | Penalties for violating policy |
| 5. Athletic activities | Savings clause |
| 6. Attendance | Employment at will |
| 7. Attire | Definitions |
| 8. At will employment | 29. Duplication equipment (copiers) |
| 9. Benefits (eligibility) | 30. Eating and chewing gum |
| Group health insurance | 31. Electronic mail |
| Dental insurance | 32. Emergency plan |
| Disability insurance | 33. Employee Assistance Program (EAP) |
| Life insurance | 34. Employee mail and packages |
| Maternity | 35. Employee relations |
| 10. Breaks | 36. Employee status definitions |
| 11. Bulletin boards | 37. Employee selection |
| 12. Carelessness | 38. Employee training |
| 13. COBRA: Benefits coordination | 39. Employee use of school's purchasing department |
| 14. Company material, tool purchases, and equipment rental | 40. Employment applications |
| 15. Computers | 41. Employee's personal business |
| Restricted use of terminals | 42. Equal employment opportunity |
| Home computers | 43. Equipment, machinery and supplies |
| Personal use of school computers | 44. End of day procedures |
| 16. Computer software (unauthorized copying) | 45. Evacuation |
| 17. Conduct | 46. Evaluation period |
| 18. Confidential area | 47. Expense reports |
| 19. Confidentiality of school information | 48. Facsimiles (faxes) |
| 20. Conflict of interest | 49. Falsification of records |
| 21. Contributions, approvals of | 50. Fighting |
| 22. Criminal background investigation | 51. Finders fees |
| 23. Criminal record | 52. Fire |
| 24. Development (training and education) | 53. First aid |
| 25. Discipline | 54. Flowers |
| 26. Disposal of surplus property | 55. Gambling |
| 27. Dispute resolution | 56. General shop, safety and educational meetings |



57. **Gifts**
58. **Grievances**
59. **Hazard communication**
60. **Holidays**
61. Home computers
62. **Hours of operation**
63. **Horseplay**
64. Identification
65. Illness on job
66. **Immigration law compliance**
67. Incentive programs
68. **Insubordination**
69. Job bidding
70. **Job descriptions**
71. Job posting
72. **Jury duty**
73. **Keeping the school grounds neat**
74. Keys
75. **Leaves**
 - Family and medical
 - Funeral
 - Jury duty
 - Maternity
 - Military
 - Personal
76. Local travel reimbursement
77. Lockout/Tagout (shop/boiler)
78. Lunch period
79. Maintenance of property
80. **Management rights**
81. **Medical records**
82. **Memberships, trade associations and other**
83. **Mobile radio**
84. **Moonlighting**
85. **Nepotism**
86. **On call duty**
87. **On the job injuries**
88. Outplacement
89. **Orientation**
90. **Parking**
91. **Performance evaluation**
92. **Personnel records**
93. **Post-offer physical**
94. **Personnel records**
95. **Policy revisions**
96. **Preparation and approval of policy revisions**
97. **Privacy**
98. Promotions and transfers
99. **Re-employment**
100. **References**
101. **Required licenses and certifications**
102. Return of school property
103. Return to work (modified duty)
104. **Safety and health**
105. Safety committee
106. Safety equipment
107. **Security**
108. Seniority rights
109. **Severance pay**
110. **Sexual harassment**
111. **Smoking**
112. **Solicitation and distribution**
113. Subscriptions to periodicals
114. **Suggestions**
115. Supervisor training
116. **Supervision**
117. **Tardiness**
118. **Telephone usage**
119. **Termination of employment**
120. **Theft**
121. **Time records**
122. **Tools**
123. **Travel**
124. **Tuition assistance (see also development)**
125. **Used equipment and material (see also surplus)**
126. **Vacations**



-
- | | |
|--|---|
| 127. Vehicle usage | |
| Required licenses and permits | Deductions from paycheck (mandatory) |
| Driving records | Deductions (other) |
| Care and maintenance | Charitable organizations |
| Operation and use | Credit union |
| Insurance | Direct deposit |
| Accidents | Error in pay |
| Employees regularly using their personal vehicles on behalf of company business | Overtime |
| Replacement policy | Advances |
| Business use of personal car | Social Security |
| | Teacher Retirement |
| 128. Vendors | Closure after starting time |
| 129. Visitors on the school grounds | Closure prior to starting time |
| 130. Voice mail | Garnishment of wages |
| 131. Voting | Time sheets |
| 132. Wage and salary administration | Questions concerning payroll calculations |
| Confidentiality | 133. Weapons |
| Pay day | 134. Wellness |
| Shop, safety, and educational meetings | 135. Workers' Compensation Insurance |

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Liability List

<u>Perils</u>	<u>Limited</u>	<u>Moderate</u>	<u>Severe</u>	<u>Additional Identifying Info. (asset affected, operations, locations of property where may apply)</u>
Third Party Liabilities				
Advertisers				
Athletic sponsorship				
Automobile liability (owned, non-owned, repossessed, trust)				
Aircraft liability (owned, non- owned, repossessed, trust)				
Bailee Liability				
Goods of others				
Manuscripts				
Parking Areas				
Specifications				
Exhibitions				
Broadcasters				
Publishers				
Conflict of interest				



<u>Perils</u>	<u>Limited</u>	<u>Moderate</u>	<u>Severe</u>	<u>Additional Identifying Info.</u> <u>(asset affected, operations,</u> <u>locations of property where</u> <u>may apply)</u>
Contractual liability				
Lease agreements				
Sales or purchase orders				
Notes, mortgages, loans				
Construction contracts				
Property of others in care or custody				
Insurance contracts				
(warranties or conditions)				
Directors and Officer's liability				
(wrongful acts)				
Employers' liability				
Workers' compensation				
laws (all states)				
Occupational Safety &				
Health Act (OSHA)				
Employee benefit plan liability				
Environmental pollution				
liability				
Equal employment				
Opportunity liability				



<u>Perils</u>	<u>Limited</u>	<u>Moderate</u>	<u>Severe</u>	<u>Additional Identifying Info.</u> <u>(asset affected, operations,</u> <u>locations of property where</u> <u>may apply)</u>
Personal injury				
Libel				
Slander				
Defamation of character				
False arrest				
Invasion of privacy				
Improper				
detention/eviction				
Malicious prosecution				
Humiliation				
Discrimination (racial,				
religious, sex, age,				
national origin)				
Professional E&O liability				
Medical				
Legal				
Data processing				
Travel agency				
Insurance agency				
Fiduciary liability				
ERISA				
Publishers liability				
Punitive or exemplary				
damages				
Watercraft liability (Owned,				
non-owned, repossessed,				
trust)				



Budget Containment List

<u>Perils</u>	<u>Limited</u>	<u>Moderate</u>	<u>Severe</u>	<u>Additional Identifying Info.</u> <u>(asset affected, operations,</u> <u>locations of property where</u> <u>may apply)</u>
Indirect Perils (time value of resources)				
Extra expense				
Loss of other earning (data processing and trust, services, etc.)				
Rental value (favorable leases)				
Loss of tax revenue				
Loss of suppliers				
Loss of resources				



Location number _____

Building number _____

Guide to Determine Amount of Extra Expense Insurance Required

	1 st Month	2 nd Month	3 rd Month
a. Rental of temporary premises	_____	_____	_____
b. Rental of temporary equipment	_____	_____	_____
c. Net cost of equipment purchased*	_____	_____	_____
d. Expense of moving equipment, etc.	_____	_____	_____
e. Cost of cleaning temporary premises	_____	_____	_____
f. Light, power, heat at temporary location	_____	_____	_____
g. Telephone installation and operators at temporary location	_____	_____	_____
h. Extra telephone charges	_____	_____	_____
i. Special announcements in newspapers, etc.	_____	_____	_____
j. Police protection or watchman service	_____	_____	_____
k. Cost of engineering service	_____	_____	_____
l. Extra cost of transporting employees	_____	_____	_____
m. Rental and use of cars	_____	_____	_____
n. Special bonuses and overtime to employees	_____	_____	_____
o. Expenses of making arrangements to have supplies and raw materials delivered to another location	_____	_____	_____
p. Differentials in freight rates a/c different shipping points	_____	_____	_____
q. Total extra expense	_____	_____	_____
r. Deduct expenses discontinued at original location because of loss	(_____)	(_____)	(_____)
s. Net extra expense	_____	_____	_____

*To determine the net amount under g, deduct salvage value of such property sold or utilized by the insured upon resumption of operations at the original or other permanent location.

[illegible]



PERILS

Human

Arson
Chemical leaks
Contamination
Death
Discrimination
Dust
Electrical Hazards
Embezzlement
Error

Explosion
Fire
Molten Materials
Pollution
Power Failure
Radioactive Hazards
Riot
Sabotage
Shrinkage

Sonic Boom
Temperatures
Terrorism
Theft
Vandalism
Vibration
Water Damage

Economic

Population Change
Currency Fluctuates
Depressed tax rolls
Inflation
Political Unrest

Recession
Strikes
Stock Market Swings
Technology Advances
War

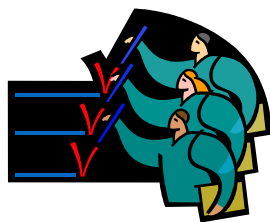
Natural

Bacteria
Cave-in
Collapse
Corrosion
Drought
Earthquake
Evaporation
Erosion
Fire
Flood

Hail
Humidity
Ice
Landslides
Lightning
Meteors
Rot
Static Electricity
Subsidence
Temperature changes

Tides
Tidal Waves
Vegetation
Vermin
Volcanoes
Water
Wind

FUN:App3:04/08



MONTHLY SAFETY INSPECTION CHECKLIST

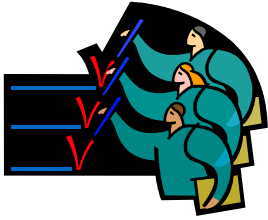
Educational Facilities

School/Site _____ Date _____

Inspector _____

This form is a reminder only, of general areas and items to be inspected, all “needs attention” items should be investigated and corrected. Check each item either “acceptable” or “needs attention.” If “needs attention” state location(s) i.e. room 104, gym, front hall.

CONDITION		LOCATION(S)	
ACCEPTABLE	NEEDS ATTENTION		
			GROUND
			STEPS IN GOOD CONSION
			WALKWAYS IN GOOD CONDITION
			PARKING AREAS INGOOD CONDITION
			HANDRAILS ON ALL STEPS AND RANPS
			SECURITY LIGHTS
			OUTSIDE ATHLETIC EQUIPMENT
			DEBRIS ON GROUNDS
			SEATS/BLEACHERS IN GOOD CONDITION
			GENERAL AREAS
			FLOORS IN GOOD CONDITION
			FLOORS DRY
			FLOORS NOT SLIPPERY
			FLOOR OPENINGS PROPERLY COVERED
			INTAKE VENTS CLEAN
			EXHAUST VENTS CLEAN
			SIGNS OF BASEMENT WATER SEEPAGE
			SIGNS OF ROOF LEAKAGE
			CEILING MATERIAL SECURE
			WATER PIPING SYSTEM
			WASTE PIPING SYSTEM
			STEAM PIPING SYSTEM
			AIR PIPING SYSTEM
			LOADING DOCK
			STORAGE ROOM(S)
			WASTE DISPOSAL AREA(S)
			BROKEN GLASS
			LIGHTING ADEQUATE IN ALL AREAS
			HANDRAILS SECURE
			STAIR TREAD SECURE
			MEANS OF EGRESS
			EXITS CLEARLY MARKED
			EXIT WAYS FREE OF OBSTRUCTIONS
			STAIRWAY DOORS KEP CLOSED
			FIRE DOORS KEP CLOSED
			DOORS OPERATE FREELY
			EVACUATION PLAN POSTED
			EMERGENCY PROCEDURES
			WRITTEN PROCEDURES
			EMERGENCY CALL LIST POSTED
			PERSONNEL TRAINED FOR EMERGENCIES
			FIRST AID FACILITIES
			FIRST AID PERSONNEL



MONTHLY SAFETY INSPECTION CHECKLIST

Educational Facilities

School/Site _____ Date _____

Inspector _____

This form is a reminder only, of general areas and items to be inspected. Check each item either “acceptable” or “needs attention.” All “needs attention” items should be investigated and corrected.

CONDITION		LOCATION(S)	
ACCEPTABLE	NEEDS ATTENTION		
			PERIMETER
			Authorized vehicle traffic only
			Perimeter gates operable
			Dumpsters are located away from buildings
			Access to roof is limited
			Directional signs on curbs and streets
			Landscaping arranged to prevent blind spots
			Walkways are not obstructed
			Exterior lighting in operation
			Perimeter fencing condition
			BUILDINGS
			Designed entrance for visitors is clearly marked
			Doors to high risk areas are locked
			Door hinges have non-removable pins
			Doorframes made of pry-proof metal
			Doors have security glass
			Windows have latches
			Misc. opening secured (roof, coal chute, craw space)
			Fire alarm and smoke detectors operational
			Security system operational
			TRAFFIC CONTROL
			Parking lot through cruising traffic
			Speed bumps
			Access to student vehicles is limited
			Parking areas are clearly identified
			Parking lots located in direct visual observation
			School vehicles are parked within school perimeter
			Vehicle entry to playground or activity areas are blocked
			LIGHTING
			Exterior lights have break resistant lenses or mesh covers
			Access points are well illuminated
			Loading and unloading zones are well illuminated
			Lights are mounted in a way to reduce shadow areas
			Lights provide illumination without glare
			Lights inspected and replaced regularly
			SECURITY MEASURES
			Key security system
			Property identification and inventory program
			Locks and/or latches in good condition
			Anchor pads or locking devices on portable equipment
			Alarm system (operable and in good repair)
			School security officers services
			Incident reporting procedure
			After hours law enforcement checks



COST AFTER THE LOSS

Location # _____

Date _____

Monthly Expenses

- | | |
|--------------------------------------|----------|
| 1. Rental of temporary space | \$ _____ |
| 2. Rental of equipment | \$ _____ |
| 3. Purchased equipment | \$ _____ |
| 4. Relocation | \$ _____ |
| 5. Utilities at temporary location | \$ _____ |
| 6. Maintenance at temporary location | \$ _____ |
| 7. Telephone & computer installation | \$ _____ |
| 8. Security services | \$ _____ |
| 9. Costs for transportation | \$ _____ |
| 10. Overtime | \$ _____ |
| 11. Hiring of temporary help | \$ _____ |
| 12. Advertisements/Notices | \$ _____ |
| 13. Storage fees | \$ _____ |
| 14. Late fees (lenders) | \$ _____ |
| 15. Miscellaneous | \$ _____ |

TOTAL \$ _____

Less expenses not incurred at
original location due to the loss
(include salvage)

—\$ _____

TOTAL EXTRA EXPENSES DUE TO LOSS

\$ _____

CATL FORM 101 2/96

[illegible]



BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H. – Definitions**.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this Section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;

- (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.



c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
 - l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;

- n. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extensions;

o. Vehicles or self-propelled machines (including aircraft or watercraft) that:

- (1) Are licensed for use on public roads; or
- (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
 - (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
 - (c) Rowboats or canoes out of water at the described premises; or
 - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-Owned Detached Trailers.
- p. The following property while outside of buildings:**
- (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.



- (2) Debris Removal does not apply to costs to:
- (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no coinsurance penalty.

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 - \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
(\$10,000 is 20% of \$50,000)	

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 - \$500)
Debris Removal Expense	\$ 30,000
Debris Removal Expense Payable	
	Basic Amount \$ 10,500
	Additional Amount \$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).



The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean Up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".



- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

- (9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;



- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft.

- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records – Cost Of Research

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is \$2,500 at each described premises, unless a higher limit is shown in the Declarations.

d. Property Off-Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.



e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.

- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes of Loss Form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.



Example No. 1:

(This example assumes there is no coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Bldg. 1:	\$ 60,000
Limit of Insurance – Bldg. 2:	\$ 80,000
Loss to Bldg. 1:	\$ 60,100
Loss to Bldg. 2:	\$ 90,000

The amount of loss to Bldg. 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Bldg. 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Bldg. 1:

$$\begin{array}{r} \$ 60,100 \\ - \quad 250 \\ \hline \$ 59,850 \text{ Loss Payable – Bldg. 1} \end{array}$$

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Bldg. 2. Loss payable for Bldg. 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable: $\$59,850 + \$80,000 = \$139,850$

Example No. 2:

(This example, too, assumes there is no coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example No. 1.

Loss to Bldg. 1:	\$ 70,000
(exceeds Limit of Insurance plus Deductible)	
Loss to Bldg. 2:	\$ 90,000
(exceeds Limit of Insurance plus Deductible)	
Loss Payable – Bldg. 1:	\$60,000
(Limit of Insurance)	
Loss Payable – Bldg. 2:	\$80,000
(Limit of Insurance)	
Total amount of loss payable:	\$140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- Pay its chosen appraiser; and
- Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- You must see that the following are done in the event of loss or damage to Covered Property:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.



(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.



(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in **b., c., d., e.** and **f.** below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety glazing material if required by law.

e. Tenant's Improvements and Betterments at:

(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.



- f. Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

- (1) Blank materials for reproducing the records; and
- (2) Labor to transcribe or copy the records when there is a duplicate.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Underinsurance):

When:	The value of the property is	\$ 250,000
	The Coinsurance percentage for it is	80%
	The Limit of Insurance for it is	\$ 100,000
	The Deductible is	\$ 250
	The amount of loss is	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example No. 2 (Adequate Insurance):

When:	The value of the property is	\$ 250,000
	The Coinsurance percentage for it is	80%
	The Limit of Insurance for it is	\$ 200,000
	The Deductible is	\$ 250
	The amount of loss is	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.



Example No. 3:

When:	The value of property is:	
	Bldg. at Location No. 1	\$ 75,000
	Bldg. at Location No. 2	\$ 100,000
	Personal Property at Location No. 2	\$ 75,000
		\$ 250,000
	The Coinsurance percentage for it is	90%
	The Limit of Insurance for Buildings and Personal Property at Location Nos. 1 and 2 is	\$ 180,000
	The Deductible is	\$ 1,000
	The amount of loss is:	
	Bldg. at Location No. 2	\$ 30,000
	Personal Property at Location No. 2.	\$ 20,000
		\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- The term mortgageholder includes trustee.
- We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.



- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If:	The applicable Limit of Insurance is	\$	100,000
	The annual percentage increase is		8%
	The number of days since the beginning of the policy year (or last policy change) is		146
	The amount of increase is		
	$\$100,000 \times .08 \times 146$		
	$\div 365 =$	\$	3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.

- b. This Optional Coverage does not apply to:

- (1) Personal property of others;
- (2) Contents of a residence;
- (3) Manuscripts;
- (4) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
- (5) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;



(2) The cost to replace the lost or damaged property with other property:

- (a) Of comparable material and quality; and
- (b) Used for the same purpose; or

(3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

- 1. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 2. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.



COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

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

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, 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.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.



I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part 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:

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

This will not restrict your insurance.



CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section F. – Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section B., Exclusions; or
2. Limited in Section C., Limitations;

that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.



d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph **B.4.a.(1)** applies to these coverages.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or

(c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

Exclusions **B.1.a.** through **B.1.g.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.
 - b. Delay, loss of use or loss of market.
 - c. Smoke, vapor or gas from agricultural smudging or industrial operations.
 - d. (1) Wear and tear;
(2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
(3) Smog;
(4) Settling, cracking, shrinking or expansion;
(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
 - (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.



But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, except as provided below in the Additional Coverage for Collapse. But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.
- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This Exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.

- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;



- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance; of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a covered building.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

- (2) Any loss caused by or resulting from:

- (a) Damage or destruction of "finished stock"; or
- (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (3) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (4) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

- (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

- (5) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

- (6) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a. Ordinance Or Law, does not apply to insurance under this Coverage Form.

- (2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph B.1.a., Ordinance Or Law;
 - (b) Paragraph B.1.c., Governmental Action;
 - (c) Paragraph B.1.d., Nuclear Hazard;
 - (d) Paragraph B.1.e., Utility Services; and
 - (e) Paragraph B.1.f., War And Military Action.



- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C.Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
 - d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

 - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income coverage or Extra Expense coverage.
 - e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
 - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Valuable papers and records, such as books of account, manuscripts, abstracts, drawings and card index systems, including those which exist on film, tape, disc, drum, cell or other data processing, recording or storage media. Valuable papers and records do not include prepackaged software programs.
 - b. Animals, and then only if they are killed or their destruction is made necessary.



- c. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

- (1) Glass; or
- (2) Containers of property held for sale.

- d. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
- (2) To Business Income coverage or to Extra Expense coverage.

- 3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

- a. \$2,500 for furs, fur garments and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, molds and forms.
- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income coverage or to Extra Expense coverage.

- 4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or

- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income coverage or to Extra Expense coverage.

D. Additional Coverage – Collapse

The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in **D.1.** through **D.5.** below.

1. With respect to buildings:

- a. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;
- b. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;
- c. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building;
- d. A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- 2. We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:

- a. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
- b. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;



- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in **2.a.** through **2.e.**, we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in **1.a.** through **1.d.** do not limit the coverage otherwise provided under this Causes of Loss Form for the causes of loss listed in **2.a.**, **2.d.** and **2.e.**

- 3.** With respect to the following property:
 - a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;if the collapse is caused by a cause of loss listed in **2.b.** through **2.f.**, we will pay for loss or damage to that property only if:
 - a. Such loss or damage is a direct result of the collapse of a building insured under this Coverage Form; and
 - b. The property is Covered Property under this Coverage Form.
- 4.** If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - a. The collapse was caused by a Cause of Loss listed in **2.a.** through **2.f.** above;
 - b. The personal property which collapses is inside a building; and

- c. The property which collapses is not of a kind listed in **3.** above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **4.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- 5.** This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.

E. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000 .

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.



2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **E.3.**, does not increase the Limit of Insurance.

F. Definitions

"Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

1. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - a. The cost of filling sinkholes; or
 - b. Sinking or collapse of land into man-made underground cavities.
2. Falling objects does not include loss or damage to:
 - a. Personal property in the open; or
 - b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
3. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.



TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part is replaced by the term Policy.

B. The provisions of Items **B.1.** through **B.4.** below apply to the following coverage forms:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM;

CONDOMINIUM ASSOCIATION COVERAGE FORM;

CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM;

BUILDERS RISK COVERAGE FORM;

TOBACCO SALES WAREHOUSES COVERAGE FORM;
AND

STANDARD PROPERTY POLICY

1. Under Additional Coverages, the **Debris Removal Coverage** is deleted and replaced by the following:

Debris Removal

We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. Payments under this Debris Removal Additional Coverage will not increase the applicable Limit of Insurance. But if the sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance, we will pay up to an additional \$10,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

2. Under Additional Coverages, the **Pollutant Clean Up And Removal Coverage** is deleted.

3. Under Limits of Insurance, the third and fourth paragraphs (second and third paragraphs in the Tobacco Sales Warehouses Coverage Form) are deleted and replaced by the following:

The limits applicable to the Coverage Extensions are in addition to the Limits of Insurance.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

4. Under **Definitions**, the definition of "pollutants" is deleted.

- C. The **Additional Coverage – Collapse** in the Causes Of Loss – Broad Form is deleted and replaced by the following:

Additional Coverage – Collapse

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building.

We will not pay for loss or damage described below unless the loss or damage is a direct result of the collapse of a building:

1. Loss or damage to the following types of property, if otherwise covered in this Coverage Part: outdoor radio or television antennas, including their lead-in wiring, masts or towers; awnings; gutters and downspouts; yard fixtures; outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces; and
2. Loss or damage by settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings.

This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

Section **E.** of this endorsement restricts collapse coverage on property covered under the Builders Risk Coverage Form.

- D. The provisions of Items **D.1.** through **D.5.** below apply to the Causes Of Loss – Special Form.

1. Exclusion **B.2.d.(4)** is deleted and replaced by the following exclusion:

- (4) Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs, ceilings, curbs, fences, retaining walls or swimming pools.



2. Exclusion **B.2.k., Collapse**, is deleted. However, Section **E.** of this endorsement restricts collapse coverage on property covered under the Builders Risk Coverage Form.
3. Exclusion **B.2.l.**, which pertains to pollutants, is deleted.
4. Limitation **C.1.c.** is replaced by the following:
 - c. We will not pay for loss of or damage to the interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
5. Section **D., Additional Coverage – Collapse**, is deleted.
- E. In the Builders Risk Coverage Form, Condition **F.3., Restriction Of Additional Coverage – Collapse**, is replaced by the following:

3. Restriction Of Collapse Coverage

If the Causes Of Loss – Broad Form or Causes Of Loss – Special Form applies to the Builders Risk Coverage Form, coverage for collapse is restricted as follows:

We will not pay for loss or damage caused by or resulting from collapse of a building under construction, or any part of a building under construction, caused by use of defective materials or methods in construction, remodeling or renovation.

F. Legal Action Against Us

1. The **Legal Action Against Us** Commercial Property Condition is replaced by the following, except as provided in **F.2.** below:

LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

- a. There has been full compliance with all of the terms of this Coverage Part; and
- b. The action is brought within 2 years and one day after the date on which the direct physical loss or damage occurred.

2. Paragraph **F.1.** above does not apply to the Legal Action Against Us loss condition in the Legal Liability Coverage Form **CP 00 40**.

G. Appraisal

1. Except as provided in **G.2.** below, the Appraisal Loss Condition in the:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM;

CONDOMINIUM ASSOCIATION COVERAGE FORM;

CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM;

BUILDERS RISK COVERAGE FORM;

EXTRA EXPENSE COVERAGE FORM;

LEASEHOLD INTEREST COVERAGE FORM;

TOBACCO SALES WAREHOUSES COVERAGE FORM; and

STANDARD PROPERTY POLICY

is replaced by the following:

APPRAISAL

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. Each appraiser will state the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding as to the amount of loss. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal:

- a. You will still retain your right to bring a legal action against us, subject to the provisions of the Legal Action Against Us Commercial Property Condition; and
- b. We will still retain our right to deny the claim.



2. The Appraisal Condition in the:

BUSINESS INCOME (AND EXTRA EXPENSE)
COVERAGE FORM ; and

BUSINESS INCOME (WITHOUT EXTRA EXPENSE)
COVERAGE FORM

is replaced by the following:

APPRAISAL

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense and the amount of loss.

If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding as to the amount of loss. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal:

- a. You will still retain your right to bring a legal action against us, subject to the provisions of the Legal Action Against Us Commercial Property Condition; and
- b. We will still retain our right to deny the claim.

H. The provision requiring signed, sworn proof of loss in the Duties In The Event Of Loss Or Damage Loss Condition is replaced by the following:

Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 91 days after our request. We will supply you with the necessary forms.

I. Under the Loss Payment Condition, the provisions pertaining to notice of our intentions and the time period for payment of claims are deleted and replaced by the following:

1. Claims Handling

- a. Within 15 days after we receive written notice of claim, we will:

- (1) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- (2) Begin any investigation of the claim; and
- (3) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

- b. We will notify you in writing as to whether:

- (1) The claim or part of the claim will be paid;
- (2) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (3) More information is necessary; or
- (4) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **b.(1)** through **b.(4)** above, within:

- (1) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- (2) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.



2. We will pay for covered loss or damage within 5 business days after:

- a. We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this Coverage Part, we will make payment within 5 business days after the date you have complied with such terms.

The following paragraphs are added:

3. Catastrophe Claims

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in **I.1.** and **I.2.** above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which:

- (1) Is declared a disaster under the Texas Disaster Act of 1975; or
- (2) Is determined to be a catastrophe by the State Board of Insurance.

4. The term "business day", as used in the Loss Payment Condition, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

J. The following is added to the **Valuation Loss Condition**:

Article 6.13. Policy A Liquidated Demand. A fire insurance policy, in case of total loss by fire of property insured, shall be held and considered to be a liquidated demand against the Company for the full amount of such policy. The provisions of this Article shall not apply to personal property.

K.Paragraphs **d.** and **f.** of the **Mortgageholders Additional Condition** are replaced by the following:

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 91 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

f. If this policy is cancelled, we will give the mortgageholder named in the Declarations written notice of cancellation.

If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 14 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

If you cancel the policy, we will give the mortgageholder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.



L. The following is added to Paragraph **D.1.** in the **Duties In The Event of Accident, Claim Or Suit** Loss Condition in the Legal Liability Coverage Form:

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

M. In the Causes Of Loss – Broad Form, the **Water Damage Cause Of Loss** is replaced by the following:

Water Damage, meaning accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of a plumbing, heating, air conditioning, or other system or appliance, other than an Automatic Sprinkler System, that is located on the described premises and contains water or steam. If the building or structure containing the system or appliance is Covered Property, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or steam escapes.

We will not pay:

- a. The cost to repair any defect that caused the loss or damage; or
- b. For loss or damage caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the water supply if the heat is not maintained.

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings on the paper.



TEXAS – LIMITATIONS ON FUNGUS, WET ROT, DRY ROT AND BACTERIA

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – BASIC FORM
CAUSES OF LOSS – BROAD FORM
CAUSES OF LOSS – SPECIAL FORM
STANDARD PROPERTY POLICY

A. The following exclusion is added. With respect to the loss or damage addressed therein, this exclusion supersedes any other exclusion which addresses fungus.

"Fungus", Wet Rot, Dry Rot And Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But if "fungus", wet or dry rot or bacteria results in:

1. A "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss", if the Causes Of Loss – Special Form applies; or
2. A Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss, if the Causes Of Loss – Basic Form, Causes Of Loss – Broad Form or Standard Property Policy applies.

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
 2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.
- B.** The following exclusion replaces any exclusion pertaining to continuous or repeated seepage or leakage of water; and supersedes any other exclusion, preclusion of coverage or exception to an exclusion pertaining to leakage or discharge of water or steam from a system or appliance.

We will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

C. The following is added:

Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **C.2.** and **C.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning, if the Causes Of Loss – Special Form applies; or
 - b. A Covered Cause of Loss other than fire or lightning, if the Causes Of Loss – Basic Form, Causes Of Loss – Broad Form or Standard Property Policy applies.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and



- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under **C.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences described in **C.1.**, which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
- If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
5. The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverage – Collapse, if such Additional Coverage applies to your policy.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.
- D. If the policy is endorsed to provide Ordinance Or Law Coverage with respect to Property Damage, Business Income or Extra Expense, we will not pay under the Ordinance Or Law Coverage for:
1. Loss or expense sustained due to the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus", wet or dry rot or bacteria.
- E. The following definition is added:
- "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

A. Paragraphs **2.**, **3.** and **4.** of the **Cancellation** Common Policy Condition are replaced by the following:

- 2. a.** If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we may cancel this policy by mailing or delivering written notice of cancellation, at least 30 days before the effective date of cancellation, to:

- (1)** The first Named Insured; and
- (2)** Each unit-owner to whom we issued a certificate or memorandum of insurance.

If we cancel this policy, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.

- b.** If the policy covers a risk other than the risk described in Paragraph **2.a.**, then we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1)** 14 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 30 days before the effective date of cancellation if we cancel for any other reason.

If we cancel this policy, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.

- c.** In compliance with Texas law, we will not cancel this policy solely because the policyholder is an elected official.

- 3.** We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will also mail or deliver notice of cancellation to each unit-owner to whom we issued a certificate or memorandum of insurance, to each last mailing address known to us.

- 4.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5.** The notice of cancellation will also state that pro rata unearned paid premium, if not tendered, will be refunded on demand.

- B.** The following condition is added and applies unless Paragraph **D.** applies:

NONRENEWAL

- 1.** If we elect not to renew this policy, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such nonrenewal.
- 2.** In compliance with Texas law, we will not refuse to renew this policy solely because the policyholder is an elected official.
- 3.** If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then:
 - a.** We will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to the first Named Insured and to each unit-owner to whom we issued a certificate or memorandum of insurance.



- b. We will mail or deliver such notice to each last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Cancellation – One- And Two-Family Dwellings And Governmental Property

- 1. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.

The refund will be pro rata if:

- a. We cancel this policy; or
- b. The first Named Insured cancels this policy because:
 - (1) We refused to provide additional coverage which the first Named Insured requested under the policy; or
 - (2) We reduced or restricted coverage under the policy without the consent of the first Named Insured.

The refund may be less than pro rata if the first Named Insured cancels this policy for a reason other than those listed in **b.(1)** and **b.(2)** above.

- 2. The following provisions are added to the **Cancellation** Common Policy Condition:

- a. If this policy has been in effect for 90 days or less and is not a renewal of a policy we issued, we may cancel coverage on one – and two-family dwellings and on governmental units for any reason.
- b. If this policy has been in effect for more than 90 days or is a renewal of a policy we issued, we may cancel coverage on one – and two-family dwellings and on governmental units only for the following reasons:
 - (1) If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (2) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (3) If the Named Insured submits a fraudulent claim; or

- (4) If there is an increase in the hazard covered by this policy that is within the control of the Named Insured and would produce an increase in the premium rate of this policy.

- c. If such coverage is cancelled, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.

- d. In compliance with Texas law, we will not cancel such coverage solely because the policyholder is an elected official.

- D. The following condition is added:

NONRENEWAL – ONE- AND TWO-FAMILY DWELLINGS AND GOVERNMENTAL PROPERTY

- 1. If we elect not to renew coverage on one – and two-family dwellings or on governmental units, we will mail or deliver written notice of nonrenewal to the first Named Insured and any mortgageholder shown in the Declarations, at least 30 days before the expiration date. Proof of mailing will be sufficient proof of notice.

We will, at the request of the Named Insured, provide a written statement of the reason or reasons for such nonrenewal.

If we fail to give the first Named Insured proper notice of our refusal to renew, the first Named Insured may require us to renew the policy.

- 2. We may elect not to renew such coverage for any reason, subject to the exceptions and limitations in Paragraphs 3. and 4. below.
- 3. We will not refuse to renew coverage:
 - a. Solely because the policyholder is an elected official; or
 - b. Because of claims for losses resulting from natural causes.

4. Claims That Do Not Result From Natural Causes

- a. If we have previously notified you as provided in **b.** below, we may refuse to renew coverage if the Named Insured has filed under this policy, in any three-year period, three or more claims that do not result from natural causes.



- b. If the Named Insured has filed two such claims in a period of less than three years, we may notify the first Named Insured in writing that, if the Named Insured files a third such claim during the three year period, we may refuse to renew coverage.
- c. A claim does not include a claim that is filed but is not paid or payable under the policy.

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DRY KILN & OVEN
INSPECTION
REPORT

PLANT NAME _____ ACCOUNT NO. _____

T LOCATION _____ (Street Address) _____ (City) _____ (State) _____

CONFERRED WITH & TITLE _____

1. TYPE OF INSPECTION: ORIGINAL _____ OTHER _____
OVEN, DRY KILN, BOILER, DEHUMIDIFIER, OTHER _____

2. HISTORY: MANUFACTURER _____ YEAR BUILT _____
ADDRESS _____ YEAR MODIFIED _____

3. CONSTRUCTION: a. FLOOR: CONCRETE _____ EARTH _____ OTHER _____
b. WALLS: MASONRY _____ ALUM SAND, PANEL _____ OTHER _____
c. ROOF: MASONRY _____ PROTECTED STEEL _____ STEEL _____
d. INSULATION: ROCK WOOL _____ FIBERGLASS _____ FOAMED PLASTIC _____
OTHER _____
e. ROOF COVERING: STEEL _____ ALUM. _____ BUILT UP _____ OTHER _____

4. FIRE PROTECTION: AUTO SPRINKLERS _____ AUTO DELUGE _____ OTHER _____
FIRE HYDRANT LOCATED _____ FT. FROM OVEN OR KILN. WATCHCLOCK KEY IN CONTROL
ROOM _____ WATCHMAN INSTRUCTED IN OPERATION _____

5. BURNER FIRED BY: HEATED BY: GAS _____ OIL _____ WOOD _____ OTHER _____
STEAM _____ AIR _____ DIRECT _____ INDIRECT _____ FIRED
DESCRIBE OTHER FUEL OR UNUSUAL BURNER FEATURES. _____

6. OPERATING INFORMATION: a. BATCH _____ CONTINUOUS _____
b. NORMAL OPERATING TEMPERATURE _____ DEG. F.
c. DRYING CYCLE TIME _____ HOURS _____ MINUTES
d. MAXIMUM INPUT TEMP. _____ DEG. F.
e. CONSTANTLY ATTENDED _____

7. CLEARANCES: DISTANCES FROM HEAT DUCTS TO LUMBER CHARGE IS _____ INCHES,
IF LESS THAN 24 INCHES, IS GUARDED BY _____

8. SAFETY LIMIT SWITCHES: a. INSTALLED IN INPUT DUCTS: YES _____ NO _____
TEMPERATURE SET POINTS _____ DEG. F.
b. INSTALLED INSIDE KILN OR OVEN: YES _____ NO _____ NUMBER _____
TEMPERATURE SET POINTS _____ DEG. F.
EXPLAIN VARIATIONS IN SETTINGS FOR LIMITS INSIDE KILN OR OVEN. _____

*L.T. - LOW TEMP.
H.T. - HIGH TEMP.
D.F. - DIRECT FIRED
I.F. - INDIRECT FIRED
c. ALL SAFETY LIMITS PERFORM THE FOLLOWING FUNCTIONS:
1. SHUT OFF HEAT: YES _____ NO _____ 2. CLOSE VENTS: YES _____ NO _____
3. ALL FANS STOP: YES _____ NO _____
ALARM NOTICABLE OUTSIDE BUILDING: YES _____ NO _____
d. NUMBER OF SAFETY LIMIT SWITCHES: CONFORMS WITH THE FOLLOWING FOR TYPE OF
KILN: YES _____ NO _____

TYPE OF KILN*	INPUT LIMITS	KILN INTERNAL LIMITS
L.T., D.F., GAS OR OIL	1 EA. BURNER	3 MINIMUM
H.T., D.F., GAS OR OIL	1 EA. BURNER	6 MINIMUM
L.T. & H.T., D.F., SOLID FUEL	1 EA. BURNER	6 MINIMUM
L.T. & H.T., I.F., ANY FUEL	1 EA. BURNER	3 MINIMUM

9. HEAT DISTRIBUTION: HEAT INPUT DUCT IS ABOVE GROUND _____ BELOW GROUND _____
CIRCULATING FAN MOTORS ARE INSIDE _____ OUTSIDE _____
INPUT AND REHEAT DUCTWORK IS TIGHT AND WITHOUT LEAKS EXCEPT FOR
MANUFACTURER'S DESIGNED OPENINGS: YES _____ NO _____

10. INSPECTION PROCEDURES: NECESSARY RECOMMENDATIONS WERE MADE TO CORRECT DEFICIENCIES:
YES _____ NO _____ SUBMITTED AND AGREED TO BY INSURED: YES _____ NO _____
RECOMMENDATIONS AND/OR ADDITIONAL EXPLANATIONS OR LPR DATED _____
LETTER DATED _____ SAFETY CONTROLS WERE OPERATED BY MR. _____

(NAME AND COMPANY) IN
MY PRESENCE: YES _____ NO _____ ALL NO ANSWERS SHOULD BE EXPLAINED IN DE-
TAIL ON THE REINSPECTION REPORT OR IN SEPARATE REPORT.



OUTLINE FOR DRY KILN AND OVEN INSPECTION REPORT

1. **TYPE OF INSPECTION:** (Check appropriate box)
Acceptance - Review of new Installation or newly bound specific operation being performed. Annual Review yearly witnessing of Safety devices.
2. **KILN INFORMATION:**
 - a. Manufacturer - Name and address of manufacturer and of installing office or contractor.
 - b. Year built - year kiln building constructed
Year modified - year major changes in construction, burner, insulation, etc.
3. **CONSTRUCTION:**
Indicate by specific material the components of building, including Insulation(s), coatings, etc., used.
4. **FIRE PROTECTION:**
Indicate type of automatic protection provided, If A.S., name type of system and where applicable show hydraulic design.
Show number of hydrants and distances from dry kiln.
Indicate watchman's key and degree of instruction watchman has in operation and emergency procedures.
5. **BURNER FIRED BY:**
Indicate what fuel furnishes heat to process.
6. **OPERATING INFORMATION:**
 - a. Maximum normal operating temperature Dry Bulb - This question is asked to determine maximum temperature to which a piece of wood within the kiln would be subjected. It is possible that different species of Umber and different sizes will have different drying requirements. We request that you investigate these possibilities and report the most severe combination of sizes, species and temperatures.
 - b. Drying Cycle Time - Here again, this will vary with the season of the year, length of time on yard and relative humidity. All can affect the number of drying hours required. We request that you report the shortest time involved for green lumber regardless of species or dimensions.
 - c. Maximum Input Temperature At Kiln Wall Line - This Is the input temperature at the point where It passes through the wall between the burner and interior of kiln, or where the kiln "wall line" should intercept a duct whether underground or over roof.

Caution: Actual temperatures can vary widely within housing of circulatory fans. The temperature reported is a maximum temperature entering kiln. If you have any question regarding the point at which the temperature is recorded or suspect that temperature at "wall line" is actually in excess of 500 degrees Fahrenheit, contact the Technical Services Department.
7. **CLEARANCES (Dry Kiln only):**
Show distances from heat sources (ductwork, etc.) to lumber. Indicate any physical guard or other provision to insure clearances are maintained during drying cycle.



FORM
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the 'Agreement') is made as of _____ (date), by and between:

The BOARD OF EDUCATION OF _____ COUNTY (the 'Licensor')

AND _____ (Name of person or group applying to use school facility),
of _____ (Address)
_____ (City, State and Zip Code),
_____ (County) (the "Licensee").

The Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee, and Licensee's members, guests, agents, employees and invitees, the non-exclusive right, privilege and permission to enter into and occupy and use a portion of that real property and improvements thereon owned by Licensor, more particularly described as follows:

(Description of Premises
including sq. ft. if avail.): _____
such portion being known as: _____
(Room or Address), _____, (the "Premises"),

at the times described in Section 3 below. If the Premises described above consist of a specific classroom contained in a school building, then Licensor may at any time, in Licensor's sole discretion, without prior notice to Licensee, change the location of the Premises, as described above, to another room or portion of the same building and Licensor shall have no liability to Licensee or Licensee's members, guests, agents, employees or invitees as a result of such change.

2. **Purpose.** The above-granted license is for the sole purpose of

conducting this **activity** (describe): _____,
including **setting up this equipment/furniture**: _____

or such other equipment as may be necessary for the above-referenced activity. Licensee and Licensee's members, guests, agents, employees and invitees may not use the Premises for any other purpose.

3. **License Period.** CHECK ONE

a. _____ (ONE TIME) The above-granted license is for the hours of _____ to _____ during the day of _____
OR

b. _____ (SERIES OF TIMES) The above-granted license is for the following hours of _____ to _____
and/or days of _____

_____ (the 'license Period'), which

License period may end earlier if this Agreement is terminated earlier pursuant to Section 6 below.

4. **Maintenance and Cleaning; Repairs.** Immediately after any use of the premises by Licensee or Licensee's members, guests, agents, employees and invitees, Licensee shall clean and restore (or cause to be cleaned and restored) the Premises to their state prior to Licensee's use of the Premises, including removing trash or debris generated by such use and repositioning any furniture moved to its original location Licensee shall be responsible



for any damages to the Premises caused by Licensee or by Licensee's members, guests, agents, employees or invitees, and Licensors may either (i) repair or cause to be repaired such damages under Licensors supervision upon demand for any out-of-pocket costs of Licensors, or (ii) may require Licensee to repair or cause to be repaired such damages to Licensors satisfaction at Licensee's expense.

5. **Consideration.** CHECK ONE

a. ☐ The privilege granted by this agreement is without any consideration and is merely an accommodation to Licensee.

OR

b. ☐ Licensee shall pay Licensors for this license at the rate of \$_____ per (___ date, or ___ other ___) of the beginning of the License Period specified in Section 3 above. Subsequent payments shall be made in advance promptly on the (___ date of each use, or ___ first day of each month thereafter during the continuation of the License Period).

6. **Termination.** DOES NOT APPLY TO ONE-DAY USE

A. Either party may terminate this agreement at any time, without regard to payment periods (if any) and prior to the expiration of the license period specified in section 3 above, by giving written notice to the other, specifying the date of termination, such notice to be given not less than fifteen (15) days prior to the date specified in such notice for the date of termination.

B. Should the above-described property, or any essential part of such property, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and, in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other specifying the date of termination, such notice to be given with thirty (30) days following such partial destruction and not less than fifteen (15) days prior to the termination date specified in such notice.

C. Notwithstanding anything else contained herein to the contrary, if Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, Licensors may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than five (5) days prior to the date specified in such notice for the date of termination.

7. **Apportionment of Payments on Termination.** IF APPLICABLE

A. On any termination of the Agreement prior to the expiration of the License Period provided for in Section 3 above, Licensors shall apportion, or a per diem basis, the monthly fee, if any, paid in advance from and including the first day of the month during which the Agreement is terminated to and including the day on which the Agreement is terminated, and the Licensors shall refund to the Licensee the unearned portion of such fee, if any; provided, however, that no refund shall be required to be made if such refund is in an amount less than Twenty-Five Dollars (\$25).

B. Any termination of this Agreement, howsoever caused, shall be entirely without prejudice to the rights of Licensors under this Agreement, regardless of whether such rights accrue before or after the date of such termination.

8. **Compliance with Laws, Rules and Regulations; Environmental Provisions**

A. Licensee shall comply with all laws, rules and regulations, whether federal, state, county, or municipal, relating to the occupancy and use of the Premises, and shall take all reasonable precautions to prevent or suppress fires on such property. Licensee shall obtain all licenses, permits and consents, if any, required by any governmental body or agency for Licensee's use of the Premises.

B. Licensors shall have the right to require the removal from the Premises of any person, including but not limited to Licensee's members, guests, agents, employees and invitees, whose conduct is unsatisfactory to Licensors in Licensors sole discretion.

C. Licensors shall have the right to establish rules and regulations for the use of the Premises from time to time and Licensee agrees that Licensee and Licensee's members, guests, agents, employees and invitees shall comply with such rules and regulations in all respects.

☐ Yes ☐ No Existing rules and regulations are attached to this Agreement and must be initialed by Licensee.



D. Licensee shall not allow any hazardous waste or hazardous substance, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 or the Maryland Environment Code Ann., Title 7, Subtitle 2, both as amended from time to time, and as defined by regulations promulgated thereunder, or any other chemical, material, or substance which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority, to be brought upon, used, generated, stored or disposed of on, under or about, the Premises by Licensee or Licensee's members, guests, agents, employees or invitees.

9. **Indemnification; Exculpation**

Licensee shall exercise Licensee's privileges under and pursuant to this Agreement at Licensee's own risk, and, irrespective of any negligence of Licensors, Licensee shall indemnify and hold licensors harmless from and against any and all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the above-described property by Licensee, or the Licensee's members, guests, agents, employees and invitees, or the failure on the part of the Licensee to perform fully all and singular Licensee's covenants, warranties and promises contained in this Agreement, including but not limited to any liability for personal injuries; loss of life; property damage; and any and all liabilities, claims, damages, penalties, expenditures, losses or charges resulting from the presence, use, generation, storage, or disposal of any hazardous waste or hazardous substance in violation of Section 8 above (including but not limited to investigation and remedial response costs.) Licensors shall not be liable or responsible to Licensee for any damages whatsoever in connection with the use of the Premises, including if for any reason whatever Licensee's occupation or use of the Premises under and pursuant to this Agreement shall be hindered or disturbed. The provisions of this Section 9 shall survive termination of this Agreement

10. **Insuring**

A. Licensee agrees at all times to carry public liability insurance covering activities at the Premises for the benefit of Licensors and Licensee as their interests may appear, in such amounts as Licensors shall require from time to time in Licensors' discretion, such insurance policy to contain a written waiver of any rights of subrogation that such company may have, if any, against the Licensors; and to pay premiums for such insurance and furnish Licensors with certificates from the insurance companies for all the above policies, such insurance companies to be acceptable to Licensors.

B. In the event that Licensee brings employees onto the Premises, Licensee shall maintain, worker's compensation insurance to the fullest extent required by the laws of the State of Maryland, which insurance shall cover all employees of Licensee that may enter the Premises from time to time.

C. It is specifically agreed that, if Licensee fails to obtain the insurance specified above, Licensors is authorized to do so on Licensee's behalf, and Licensee shall immediately reimburse Licensors for all costs of obtaining such insurance.

11. **Licensee's Fixtures and Equipment.** IF APPLICABLE

Licensee shall supply and furnish all the necessary furniture, fixtures, equipment, and appliances needed for Licensee's use of the Premises. Such furniture, fixtures, equipment, and appliances shall be approved by Licensors before installation and shall be the property of Licensee at all times, except that, at the option of Licensors in Licensors' sole discretion, title to any furniture, fixtures, equipment, and appliances that are built into or fastened to the Premises shall pass to Licensors at the termination of this license, whether by expiration or pursuant to any of the provisions of this Agreement, without any payment from Licensors to Licensee for such furniture, equipment, and appliances.

12. **Services and Equipment Provided to Licensee.** In the event that the Premises are located indoors, the Licensee shall be entitled to the use of light, heat and electrical service in reasonable amounts to the extent that such electrical service is in place on the Premises. If, for any reason, there should be any suspension or interruption of any of the services of facilities mentioned above, Licensors shall not be under any liability to Licensee for such suspension or interruption, and shall have a reasonable time within which to correct such services. In addition Licensee shall be entitled to use the following equipment at Licensee's own risk if such equipment is actually located in the Premises (be specific, for example 25 folding chairs): _____

Licensee shall be liable for any damages to such equipment that may occur during its use by Licensee or Licensee's members, guests, agents, employees and invitees.



13. **No Alterations to Premises; Removal of Equipment.** Licensee agrees not to make any alterations or repairs to the Premises, whether permanent or temporary, and agrees to remove all equipment and other personal property brought into the Premises by Licensee or Licensee's members, guests, agents, employees and invitees promptly upon the conclusion of each use of the Premises by Licensee and Licensee's members, guests, agents, employees and invitees, unless otherwise agreed in writing by the parties.
14. **Privilege Not Assignable** Licensee's privileges under this Agreement shall not be assignable by Licensee in whole or in part. It is specifically agreed between Licensor and Licensee that the license granted under and pursuant to this Agreement is personal to Licensee and shall not inure to the successors or assigns of Licensee.
15. **Governing Law** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.
16. **Modification** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
17. **No Interest or Estate of Licensee.** Licensee expressly agrees that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the above-described property of Licensor, by virtue of the rights granted under this License Agreement or Licensee's occupancy or use under this Agreement.
18. **Condition of Premises Not Warranted** Licensor does not warrant or represent that the Premises or any equipment contained therein are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this Agreement.
19. **Notice** Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.
20. **Removal of Property** At the end of the license Period or immediately upon the earlier revocation, surrender, or other termination of this Agreement, Licensee shall quietly and peaceably surrender the portion of the above-described property occupied by Licensee in as good condition as such property was at the beginning of the License Period and shall remove all fixtures, equipment, and other things placed in, brought to, installed in, or stored in the Premises by Licensee or Licensee's members, guests, agents, employees and invitees; and if Licensee shall fail to do so, Licensor shall have the right to make such removal at Licensee's expense, the amount of which expense Licensee shall pay to Licensor immediately on demand, and, if Licensor shall so elect, Licensor shall have the right to take possession of and appropriate to itself without payment therefor any property of Licensee, or anyone claiming under Licensee, then remaining on the Premises. Licensee shall immediately upon request pay Licensor the costs of repairing any damages to the Premises caused by such removal.
21. **Joint Licensees** In the event Licensee is two or more persons, then the obligations of Licensee shall be their joint and several obligations, and notice given to one of them shall be deemed notice to all.
22. **Time is of the Essence** It is specifically declared and agreed that time is of the essence of this Agreement.
23. **No Waiver** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.



24. **Attorney Fees** In the event that any action is filed in relation to this Agreement, the unsuccessful, party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

25. **Effect of Partial Invalidity** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

26. **Use of Name of Licensor** Any activities, classes, meetings, or other uses of the Premises by Licensee and Licensee's members, guests, agents, employees and invitees shall be operated or conducted in the name of the Licensee, and may not be operated, conducted, or known by the name of the Licensor.

27. **No Partnership** It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between Licensor and Licensee.

28. **Entire Agreement** This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

IN WITNESS WHEREOF, the Licensor and Licensee have caused this Agreement to be executed and their seals to be affixed hereto by duly authorized officers thereof as of the date first set forth above.

WITNESS: THE BOARD OF EDUCATION OF _____ COUNTY, Licensor
By: _____ (SEAL)
_____, Superintendent
(Print name)

WITNESS: _____
Licensee
By: _____ (SEAL)

(Print name)

(Print name)

[Check organization documents of Licensee to verify correct person is signing for Licensee.]



Sample Safety Policy Statement

It is the policy of (board of education) to strive for a safe working environment for all of our employees, as well as for the students and public which whom we may come into contact. We recognize that this goal can be achieved without sacrificing our public responsibilities and may, in fact, result in improved services.

Safety is the responsibility for every employee. Our Risk Management/Safety Committee will provide guidance for reducing safety hazards, while designated safety officials will help administer our safety program.

Our safety program has been designed to comply with all recognized local, state, and federal safety laws and regulations, as well as to minimize exposures to the public. It is every employee's obligation to be knowledgeable of our safety standards and to work in a manner to assure compliance with them.

As (Superintendent) of (_____ Public Schools), I am pleased to promote this policy and will do everything within reason to see that our philosophy is carried out. Your full cooperation and participation is requested in making this policy effective.

Superintendent



PROPERTY SURVEY REPORT

NAME:	DATE OF ORIGINAL SURVEY:
	REVIEW DATE: (1) (2)
LOCATION (SPECIFY)	PROPERTY VALUE:

OCCUPANCY — BRIEFLY DESCRIBE THE OCCUPANCY AND OPERATIONS AT THIS LOCATION:

East-
West-
North-
South-

___% OF BUILDING AREA OCCUPIED ___% OF BUILDING AREA VACANT SUITED FOR OCCUPANCY? ___Yes ___No
 Security Measures taken to protect vacant property? ___No ___Yes (Explain in comment section)

CONSTRUCTION:

- | | |
|------------------------|-----------------------------------|
| 1. FRAME _____% | 3. NON COMBUSTIBLE _____% |
| 2. A. MASONRY _____% | 4. MASONRY NON-COMBUSTIBLE _____% |
| B. HEAVY TIMBER _____% | 5. MODIFIED FIRE RESISTIVE _____% |
| C. STUCCO _____% | 6. FIRE RESISTIVE _____% |

NUMBER OF STORIES _____	AREA (SQ. FT.) GROUND _____
TOTAL BUILDING HEIGHT IN FEET _____	BASEMENT _____
STORY HEIGHT _____	TOTAL _____

ROOF MATERIAL: ___ ASPHALT SHINGLES ___ BUILT-UP TAR & GRAVEL ___ WOOD SHINGLES
 ___ SLATE ___ OTHER CONDITION: ___ EXCELLENT ___ GOOD ___ FAIR ___ POOR

BUILDING INFORMATION

BUILDING AGE _____	RENOVATION DATE _____
FIRE RATED WALL OR PARTITIONS ___ NO ___ YES	
CONDITION: MAINTENANCE FLOOR OPENINGS: WALL OPENINGS:	
___ EXCELLENT ___ EXCELLENT ___ EXCELLENT	___ EXCELLENT
___ GOOD ___ GOOD ___ GOOD	___ GOOD
___ FAIR ___ FAIR ___ FAIR	___ FAIR
___ POOR ___ POOR ___ POOR	___ POOR

PUBLIC PROTECTION: ISO TOWN CLASS _____

FIRE DEPARTMENT

DISTANCE: _____
 RESPONDING TIME: _____
 FIRE DEPT ACCESSIBILITY: ___ GOOD ___ FAIR ___ POOR
 HYDRANTS (NO. WITHIN 1000 FEET) ___ ADEQUATE ___ INADEQUATE
 WATER SUPPLY: ___ EXCELLENT ___ GOOD ___ FAIR ___ POOR

**PRIVATE PROTECTION:**

FIRE EXTINGUISHERS: _____ ADEQUATE _____ INADEQUATE
COOKING HAZARDS _____ NONE OR _____ ADEQUATE CONTROLS _____ INADEQUATE CONTROLS
STANDPIPES: _____ NONE OR _____ ADEQUATE _____ INADEQUATE
OTHER PROTECTION _____

SPRINKLER PROTECTION:

SPRINKLER PROTECTION PROVIDED: _____ YES _____ NO (If YES, COMPLETE THE FOLLOWING:)
_____ COMPLETE _____ PARTIAL _____ % OF BUILDING AREA PROTECTED SYSTEM AGE: _____ YEARS

WATER FLOW ALARMS: _____ NO SUPERVISION _____ SUPERVISED BY: _____
_____ LOCAL, CONSTANTLY ATTENDED: _____ YES _____ NO ANNUNCIATOR LOCATED AT: _____
CENTRAL STATION _____ REMOTE FIRE DEPARTMENT _____ AUXILIARY _____ PROPRIETARY

ALARM TESTING: _____ ADEQUATE _____ INADEQUATE

CONDITION OF SYSTEM: _____ GOOD _____ FAIR _____ POOR
TYPE OF SYSTEM (WET, DRY, ETC.) _____: _____ HYDRAULIC CALCULATED _____ OR SCHEDULE _____

PROTECTION AGAINST SPRINKLER LOSS FROM

FREEZING: _____ ADEQUATE _____ INADEQUATE
VEHICULAR DAMAGE: _____ ADEQUATE _____ INADEQUATE
MECHANICAL DAMAGE: _____ ADEQUATE _____ INADEQUATE

SPRINKLER SYSTEM MAINTENANCE, INSPECTION AND TESTING: _____ ADEQUATE _____ INADEQUATE

SPRINKLER SYSTEM AND WATER SUPPLY CONTROL VALVES OPEN,
SUPERVISED AND/OR LOCKED? _____ ADEQUATE _____ INADEQUATE

FIRE DEPARTMENT CONNECTION PROVIDED, ACCESSIBLE, CLEAR AND CAPPED: _____ YES _____ NO

DATE OF LAST TEST _____ DRAIN TEST RESULTS: STATIC & RESIDUAL PRESSURES (PSI) _____

SPRINKLER TEST ATTACHED _____ YES _____ NO

COMMENTS: _____

ALARM SYSTEMS:

_____ NONE OR _____ SMOKE/HEAT _____ MANUAL FIRE ALARM INTRUSION ALARM _____
LOCAL CONSTANTLY ATTENDED: _____ YES _____ NO
ANNUNCIATOR LOCATED AT: _____

_____ CENTRAL STATION _____ REMOTE TO FIRE DEPARTMENT? _____ AUXILIARY _____ PROPRIETARY
INSPECTION AND TESTING: (ANNUAL MINIMUM) _____ ADEQUATE _____ INADEQUATE

COMMON HAZARDS:

INDICATE OPINIONS BELOW AND DESCRIBE SIGNIFICANT DEFICIENCIES:

ELECTRICAL	HEATING	SMOKING CONTROLS	PLUMBING	AIR CONDITIONING	HOUSEKEEPING
_____ ELECTRICAL	_____ ELECTRICAL	_____ ELECTRICAL	_____ ELECTRICAL	_____ ELECTRICAL	_____ ELECTRICAL
_____ GOOD	_____ GOOD	_____ GOOD	_____ GOOD	_____ GOOD	_____ GOOD
_____ FAIR	_____ FAIR	_____ FAIR	_____ FAIR	_____ FAIR	_____ FAIR
_____ POOR	_____ POOR	_____ POOR	_____ POOR	_____ POOR	_____ POOR

OTHER PERILS:

WIND EXPLOSION	_____SLIGHT	_____MODERATE	_____SEVERE
SMOKE DAMAGE	_____SLIGHT	_____MODERATE	_____SEVERE
HAIL	_____SLIGHT	_____MODERATE	_____SEVERE
VEHICLE DAMAGE	_____SLIGHT	_____MODERATE	_____SEVERE
AIRCRAFT	_____SLIGHT	_____MODERATE	_____SEVERE
RIOT AND CIVIL COMMOTION	_____SLIGHT	_____MODERATE	_____SEVERE
LIQUID DAMAGE	_____SLIGHT	_____MODERATE	_____SEVERE
COLLAPSE	_____SLIGHT	_____MODERATE	_____SEVERE
LIGHTNING	_____SLIGHT	_____MODERATE	_____SEVERE

LIGHTNING PROTECTION: ☐ YES ☐ NO SURGE PROTECTION: ☐ YES ☐ NO

FLOOD:

PAST FLOODING ____ No ____ Yes FLOOD ZONE (A, B, C, X) _____ (NOTE: MAPS NOT AVAILABLE)

(NOTE: EXPLAIN IN COMMENT SECTION ANY FLOODING HISTORY, POTENTIAL FLOODS & DISTANCE TO BODIES OF WATER)

SURFACE WATER EXPOSURES CONTROLLED _____ YES _____ NO

EARTHQUAKE (IF COVERAGE PROVIDED)

EARTHQUAKE ZONE (4,3,2,1) _____

EXTERNAL EXPOSURES

EXTERNAL EXPOSURES _____ NONE _____ LIGHT _____ MODERATE _____ SEVERE

IF MODERATE OR SEVER, DESCRIBE: _____

LOSS HISTORY AND LOSS ESTIMATES

PAST LOSSES _____ NONE _____ YES

(IF YES, DESCRIBE PAST LOSSES INCLUDING CAUSES AND COSTS, INDICATE CORRECTION ACTIONS).

AMOUNT SUBJECT TO LOSS	% OF BUILDING
100,000	100%
50,000	50%
25,000	25%
12,500	12.5%
6,250	6.25%
3,125	3.125%
1,562	1.562%
781	0.781%
390	0.390%
195	0.195%
97	0.097%
48	0.048%
24	0.024%
12	0.012%
6	0.006%
3	0.003%
1	0.001%
0	0%

% TO CONTENTS

COMMENTS:

ADDITIONAL COMMENTS:[illegible]

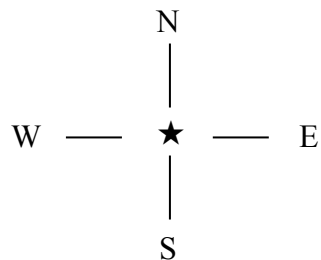


Photo Mounting Sheet

Photo ____ of ____

Showing: _____

Facing: _____ Date: _____ Loss Control Rep _____



Note: Original Photos on all copies.

Comments: _____



FLOOR SAFETY EVALUATION FORM

Building Inspected _____ Date _____ Time _____

Inspector _____ Title _____ Location _____

Physical and Visual Inspection List

	Yes	No	Comments
1. Floor safety all charts displayed?	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Was floor damaged or cracked?	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Were slippery conditions observed?	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Were floors & stairways well lighted?	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Does floor need to be shock cleaned?	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Are floor safety signs being used?	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Are there mineral build-ups on floor?	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. Are entrance mats present? Clean?	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Any horseplay observed?	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. Are mops & brooms clean & properly stored?	<input type="checkbox"/>	<input type="checkbox"/>	_____
11. Was proper footwear being worn by all?	<input type="checkbox"/>	<input type="checkbox"/>	_____
12. Does the grouting appear clean?	<input type="checkbox"/>	<input type="checkbox"/>	_____
13. Any open drains or protruding equipment?	<input type="checkbox"/>	<input type="checkbox"/>	_____
14. Any spills or debris on floor?	<input type="checkbox"/>	<input type="checkbox"/>	_____
15. Was there a floor safety person on duty?	<input type="checkbox"/>	<input type="checkbox"/>	_____
16. Was equipment stored safely	<input type="checkbox"/>	<input type="checkbox"/>	_____
17. Was absorbent material present for spills?	<input type="checkbox"/>	<input type="checkbox"/>	_____
18. Were wet mops greasy or dirty?	<input type="checkbox"/>	<input type="checkbox"/>	_____
19. Are aisles open & free of materials?	<input type="checkbox"/>	<input type="checkbox"/>	_____
20. Notice anything that might cause falls?	<input type="checkbox"/>	<input type="checkbox"/>	_____

Actual Interviews

1. Were all workers trained in floor safety?	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Were proper cleaning procedures followed?	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Any slips or falls reported during shift?	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Any risk area or slippery floor reported?	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Any floor safety violations reported?	<input type="checkbox"/>	<input type="checkbox"/>	_____

Inspection Summary

General Safety Condition of Floor Inspected: ☐Excellent ☐Good ☐Poor

I am recommending to management the following actions be taken to remedy the problems identify above:

Signed: _____ Title _____ Date _____

Reviewed by _____ Appropriate action taken on _____

FUN:App3:04/08



Swimming Pool Safety Check List

Area	Date	Pass	Fail	Comments
Parking lot	Pavement			
	Lighting			
Walkways	Pavement			
	Lighting			
Fencing	Intact/Secure			
	Rust-Free			
Entrance way	Locks			
	Lighting			
Office	Floor			
	Ceiling			
	Lighting			
	Electrical			
	PA systems			
Telephone				
Locker rooms	Floor-nonslip			
	Clean			
	Drainage			
	Sanitized			
	Benches-secure			
	Smooth surface			
	Electrical outlets			
	Switches			
	Lighting			
	Exit signs			
Restrooms	Floor-nonslip			
	Clean			
	Drainage			
	Sanitized			
	Lighting			
	Electrical			
	Toilets-functioning/sanitized			
	Sinks-functioning/sanitized			
Showers lot				
	Floor-nonslip			
	Clean			
	Sanitized			
	Drains-clean			
	Functioning			
	Lighting			
	Plumbing-leaks			
Pool Entrance	Water temperature control			
	Shallow end			
	Unobstructed			
Pool deck	Non-slip			
	Clean			



Area	Date	Pass	Fail	Comments
	Proper slope-drainage			
	Proper deck markings/readable			
	No obstructions			
	Benches intact			
	Smooth surface			
Diving boards	Board intact			
	Sanitized			
	Board secured			
	Standard intact			
	Standard anchored			
	Steps intact			
	Steps-nonslip			
Pool ladders	Handrails-sturdy			
	Firmly attached			
	No sharp edges			
Guard chairs	Non-slip steps			
	Proper location			
	Proper height			
Pool walls	Steps and seats intact			
	Smooth surface			
	No protruding areas			
	Depth markings			
Pool bottom	Smooth surface			
	Marked for depth perception			
	Markings at breakpoint			
	Proper grate on drain cover			
Pool water	Proper depth			
	Proper temperature			
	Water chemistry			
Filtration area	Warning signs			
	Lighting			
	Non-slip floor			
	Drainage			
	Overhead cleaner			
Chlorine room	Warning signs			
	Locations			
	Ventilation			
	Lighting			
	Tanks secured			
	Storage area			
	Gas masks			
	Ammonia bottle			
Other chemicals	Proper storage			
	Handling method			
	Warning signs			
Storage area	Accessible			
	Clean			
	Ventilated			



Area	Date	Pass	Fail	Comments
First aid room	Lighting			
	Sanitized			
	Unobstructed entrance			
	Clearly identified			
	Lighting			
	Plumbing			
	Electrical			
	Non-slip floor			
	Cot			
	Blankets			
	First aid supplies			
	Resuscitator			
	Telephone			
Safety equipment	Extension poles			
	Ring buoys			
	Rescue tubes			
	Backboards			
	PFDs			
	Gas masks			
	Lifelines			
	Telephone			
Exits	Clearly marked			
	Unobstructed			
Miscellaneous				



Daily Pool Log

Date: _____

I. Pool checked and Opened by: _____

Time: _____

Witnessed by: _____

Time: _____

II. Staff on Duty

Name	Duties	Check in Time	Check Out Time	Time Off	Hours Worked
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					



III. Water Conditions

Time	Chlorine Residual	Chloramines	pH	Total Hardness	Water Temp	Air Temp	Backwash	Heater on	Bather load
9:00 am									
10:00 am									
11:00 am									
12:00 am									
1:00 pm									
2:00 pm									
3:00 pm									
4:00 pm									
5:00 pm									
6:00 pm									
7:00 pm									
8:00 pm									

I. General Weather Conditions

Morning _____ Afternoon _____ Evening _____



V. Chemical Used

Chemical	Purpose for adding	Quantity	9	12	2	4	6	8
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								

VI. Vacuum Cleaning

Staff	Time	Section of pool cleaned
		<input type="checkbox"/> Deep <input type="checkbox"/> Intermediate <input type="checkbox"/> Shallow <input type="checkbox"/> Wading Pool
		<input type="checkbox"/> Deep <input type="checkbox"/> Intermediate <input type="checkbox"/> Shallow <input type="checkbox"/> Wading Pool



VII. Miscellaneous Maintenance

Staff	Time	Job
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		



Condensed Emergency Response Procedure Examples

	Pool – Neck Injuries Accident	Pool – Drowning/Near Drowning Accident
PRIMARY RESPONSE	1. Leaves chair with two (2) whistle blows	1. Leaves chair with two (2) whistle blows
SECONDARY RESPONSE	1. Clear pool	1. Clear pool
WATER	2. Aids 1 st guard	2. Contact victim
ACTIVITY	3. Brings backboard	3. Brings victim to side of shallow end
	4. Brings cervical collar	4. Helps get victim onto deck of pool
	5. Takes victim to shallow water	5. Begins AR/CPR
	6. Help put victim on backboard	6. Brings auxiliary equipment
	7. Helps remove victim from the water	7. Help treat for shock
	8. Helps treat for shock	
SECONDARY RESPONSE LAND ACTIVITY	1. Clear pool	1. Clear pool
	2. Calls EMS	2. Alert EMS
	3. Guide EMS to pool	3. Guide EMS to pool
	4. Alert nurse/administration	4. Alert nurse/administration
	5. Identify victim	5. Identify victim
	6. Calls parents/hospital/physician	6. O ₂ administered by trained person
	7. Write incident reports	7. Call parent/hospital/physician
	8. Get each participant to write a report	8. Write incident report
	9. Complete investigation	9. Get each participant to writ a report
	10. Notify media	10. Complete investigation
	11. Evaluation of incident	11. Notify media
		12. Evaluation of incident



Sample Emergency Procedure

Aquatics Emergency Procedure

- A. GUARD No. 1
 - 1. Staff member closest to the accident sounds: 3 LONG BLASTS on his whistle.
 - 2. Makes the rescue – if necessary
 - 3. Initiates whatever first aid, CPR, etc. is necessary
- B. GUARD No. 2
 - 1. Staff member working the desk clears the pools and send EVERYONE into the locker rooms.
 - 2. Checks the pool bottom by circling the pool.
 - 3. Proceeds to help GUARD No. 1
- C. GUARD No. 3
 - 1. Staff member guarding the pool not involved in the first 2 steps moves quickly to the scene accident, makes a quick assessment of the situation and goes to the telephone and calls infirmary.
- D. GUARD No. 4
 - 1. Staff member not involved in above steps proceeds to scene of the accident to help GUARD No. 1 in first aid or moving the bystanders. After victim is removed to the ambulance GUARD No. 1 fills out 2 copies of an IUP accident report.
- E. Either GUARD No. 2, 3, or 4 goes to phone to notify first name on AUTHORITY LIST and/or others as necessary.
- F. No guard is to make any comments or statements to reporters, witnesses, or bystanders.
- G. Reports can be made to anyone on the School of Health Services AUTHORITY LIST – NO ONE ELSE.

SCHOOL OF HEALTH SERVICES AUTHORITY LIST

Name and Address	Position	Office Phone No.	Home Phone No.
1.			
2.			
3.			
4.			



Aquatic Area Accident Report

Fill out in duplicate and submit to _____ (pool manager) at _____.

1. Personal Information: (Injured Party)

Name: _____

Birthdate: _____ Social Security Number: _____

Home Address: _____

2. Pool accident occurred in (insert pool name): _____

3. Date of accident: _____

4. Time of accident: _____

5. Pool activity at time of accident: _____

6. What specifically was the person doing at the time of the accident? _____

7. Was there supervision at the time of the accident? ____ Yes ____ No

By whom _____

8. Part of the body injured? _____

9. Type of injury or accident? _____

10. Detailed description of accident? _____

11. What First Aid was administered? _____

12. Person referred to Hospital? ____ Yes ____ No

Which Hospital? _____

Accompanied by: _____



Witnesses

1. Name _____
Home Address: _____
Home Phone No.: _____ Social Security No. _____
2. Name _____
Home Address: _____
Home Phone No.: _____ Social Security No. _____
3. Name _____
Home Address: _____
Home Phone No.: _____ Social Security No. _____

Person(s) notified of accident/injury

1. Name: _____
Title: _____
Home Address: _____
Home phone No.: _____
2. Name: _____
Title: _____
Home Address: _____
Home phone No.: _____
3. Name: _____
Title: _____
Home Address: _____
Home phone No.: _____



Lifeguard Spot Check Evaluation

1. Date of Observation_____

2. Pool_____

3. Guard Scheduled:

1. _____

2. _____

3. _____

4. _____

4. Guards on Duty:

1.

2.

3.

4.

5. Position of guards on duty when supervisor entered pool. Identify location of guard by number: (Insert diagram of the pool(s)).

1.

2.

3.

4.

6. Proper Attire – yes or no

Shirt

Bathing Suit

Whistle

Guard 1. _____

Guard 2. _____

Guard 3. _____

Guard 4. _____



7. Lifesaving and first aid equipment report

Reaching Poles _____

Buoys _____

Back Boards _____

First Aid Materials _____

Oxygen Equipment _____

8. Pool Rules Being Enforced – Yes or No _____

9. Alertness to Duty – OK – Problem (be specific)

Guard 1. _____

Guard 2. _____

Guard 3. _____

Guard 4. _____

10. Lifeguard Attitude – OK – Problem (be specific)

Guard 1. _____

Guard 2. _____

Guard 3. _____

Guard 4. _____

11. Other Problems (be specific)

Guard 1. _____

Guard 2. _____

Guard 3. _____

Guard 4. _____

12. Comments: _____

I certify the above information is true.

Supervisor Signature _____

Date: _____ Time: _____



SAFETY AND HEALTH PROGRAM

1. <u>Management Leadership</u>		<u>Yes</u> <u>No</u>
<p>a. Superintendent or School Board Policy Statement</p> <p>Safety and health policy written and distributed to employees. Policy is renewed annually by school management</p>	<p>a. Written Policy</p> <p>- distributed</p> <p>- annual review</p>	<p style="text-align: right;">z8</p> <p>_____</p> <p>_____</p>
<p>b. Direct School Management Involvement</p> <p>Superintendent and/or school principal occasionally participates in safety meetings, accident investigations, and plant inspections. Written reports of safety and health inspections and accident investigations are reviewed by the safety and health designee and recommendations requiring action forwarded to upper management is done randomly or as needed.</p>	<p>b. Upper Management Participation:</p> <p>- safety meetings</p> <p>- accident investigations</p> <p>- inspections</p> <p>- respond to recommendations</p>	<p style="text-align: right;">z9</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>c. Safety and Health Rules:</p> <p>Written safety and health precautions are incorporated into all work rules. These rules are implemented, enforced, and updated periodically. Supervisors set an example by wearing appropriate P.P.E. (Personal Protective Equipment)</p>	<p>c. Written Safety & Health Rules:</p> <p>- implemented</p> <p>- enforced</p> <p>- updated</p>	<p style="text-align: right;">z10</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>d. Rules for Correct Operating Procedures Available in the workplace and Distributed to Employees:</p> <p>Standard operating procedures (SOP) have been written for each job. Job safety analysis (JSA) have been written based on these SOP's. Both SOP's and JSA's are reviewed periodically to assure accuracy.</p>	<p>d. Job Safety Analysis</p> <p>- periodic review</p> <p>- available</p>	<p style="text-align: right;">z11</p> <p>_____</p> <p>_____</p>



		<u>Yes</u>	<u>No</u>
2. <u>Assignment of Responsibility</u>			
<p>a. Safety and/or Health Designee Appointed by Superintendent and/or school principal:</p> <p>One responsible person appointed to oversee safety and health activities within the plan. The person has professional level knowledge in safety & health and is consulted on operations and plant changes which may affect safety and health</p>	<p>a. Safety & Health Designee:</p> <p>- overall responsibility</p> <p>- adequate knowledge</p> <p>- consulted</p>	<p>z13</p> <p>___</p> <p>___</p> <p>___</p>	<p>___</p> <p>___</p> <p>___</p>
<p>b. Supervisors:</p> <p>Supervisor responsibilities in safety and health are detailed and in writing. Supervisors instruct their employees in the hazards associated with the job and in the precautions necessary to avoid injury or illness.</p>	<p>b. Supervisors</p> <p>- employee training</p> <p>- responsibilities detailed</p>	<p>z14</p> <p>___</p> <p>___</p>	<p>___</p> <p>___</p>
<p>c. Employees:</p> <p>Employees are aware of and demonstrate the responsibility to follow safety and health procedures and instructions, and have the responsibility for recognizing hazards in his or her immediate work area and for taking action to control them.</p>	<p>c. Employees:</p> <p>- employee participation</p>	<p>z15</p> <p>___</p>	<p>___</p>
3. <u>Identification and Control of Hazards</u>			
<p>a. Self-Inspection Program:</p> <p>Supervisors and employee participate in self-inspection program. A written program outlining inspection guidelines, responsibilities, frequency of inspection, and follow-up procedures is in use.</p>	<p>a. Self-inspection:</p> <p>- supervisor participation</p> <p>- employee participation</p>	<p>z17</p> <p>___</p> <p>___</p>	<p>___</p> <p>___</p>



<p>b. Technical Reference Materials</p> <p>Data, such as Material Safety Data Sheets, maintained on all potential hazardous materials received and on all hazards and controls. Data available and used where needed, and in-house procedures communicated to affected employees.</p>	<p>b. Reference Materials:</p> <ul style="list-style-type: none"> - MSDS - availability 	<p style="text-align: right;">z18</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 20px; border-bottom: 1px solid black;"></div> <div style="width: 20px; border-bottom: 1px solid black;"></div> </div>
<p>c. Personal Protective Equipment:</p> <p>Written program for proper selection, use and maintenance of PPE. Close control of use and maintenance by supervisors. Employees aware that use of equipment is mandatory. Employees trained initially, and program reviewed annually, in the proper wearing, use and limitations.</p>	<p>c. Personal Protective Equipment Program</p> <ul style="list-style-type: none"> - selection - use (enforcement) - training - program updated 	<p style="text-align: right;">z19</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 20px; border-bottom: 1px solid black;"></div> <div style="width: 20px; border-bottom: 1px solid black;"></div> </div>
<p>d. Toxic Air Contaminants and Other Health Hazards (noise, radiation, heat, etc.)</p> <p>Monitored initially and as required to ensure that they are within prescribed limits. Instruments are available and are used by qualified operators. Affected employees are notified when limits are exceeded. Feasible control procedures implemented in all cases and preventive maintenance program instituted to ensure continued effectiveness of control measures.</p>	<p>d. Health Hazards</p> <ul style="list-style-type: none"> - monitoring - employee notification - feasible control - preventive maintenance 	<p style="text-align: right;">z20</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 20px; border-bottom: 1px solid black;"></div> <div style="width: 20px; border-bottom: 1px solid black;"></div> </div>
<p>e. Physical Safety Hazards (mechanical, electrical, etc.):</p> <p>Safety hazards are identified and controlled as recommended by accepted standards and safe work practices. Preventive maintenance program is utilized to find and eliminate such hazards.</p>	<p>e. Safety Hazards:</p> <ul style="list-style-type: none"> - identification - control - preventive maintenance 	<p style="text-align: right;">z21</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 20px; border-bottom: 1px solid black;"></div> <div style="width: 20px; border-bottom: 1px solid black;"></div> </div>



		<u>Yes</u>	<u>No</u>
4. <u>Employee and Supervisory Training</u>			
a. Supervisor Safety and Health Training: Supervisors have participated in basic safety and health training. On-going training is offered, emphasized and encouraged. Specialized training on specific problems given periodically.	a. Supervisor Training; - basic - on-going - specialized	 _____ _____ _____	 _____ _____ _____
b. Employee Orientation & Training: Basic safety & health training is part of initial employee orientation program. Specialized jobs are evaluated against employee skills. Specialized safety and health training is given for such jobs.	b. Employee Training: - general - specialized - individual instruction	 _____ _____ _____	 _____ _____ _____
c. Periodic Review of Work Practices: Supervisors periodically cover safety and health aspects when reviewing work practices with individual employees.	c. Periodic Review: - review	 _____	 _____
5. <u>Safety and Health Recordkeeping</u>			
a. OSHA Recordkeeping & Reporting Requirements: OSHA recordkeeping requirements are correctly kept. Fatalities & multiple injury/illness (5 or more hospitalized) reported to OSHA immediately. Requirements reviewed and updated periodically.	a. Injury/Illness Evaluation: - records maintained	 _____	 _____
b. Injury/Illness Investigation by Supervisor: Supervisor trained and makes investigation of all injuries/illnesses. Causes are determined. Corrective measures implemented. Follow-up and review on more serious cases.	b. Injury/Illness Investigated - determines causes - takes corrective action	 _____ _____	 _____ _____



<div>c. Accident Causes & Statistics:</div> <div>Accidents (including near misses) and illness (including exposure and medical records) analyzed by Safety Designee and information circulated to top management. Affected employees informed of necessary action in an effort to prevent recurrence. Trends are established and periodic reports are made on goal attainments in accident prevention.</div>	<div>c. Accidents/Illnesses Analyzed:</div> <div><div>- accidents and near misses recorded/analyzed</div><div>- employee notification</div><div>- trends determined and addressed</div></div>	<div><div>Yes</div><div>No</div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div>z29</div>
<div>6. <u>First Aid and Medical Assistance</u></div>		
<div>a. Medical Examinations for Employees</div> <div>Employees scheduled for pre-employment and periodic examination for accident prevention and health reasons as appropriate. Employees informed of medical results.</div>	<div>a. Medical Exams:</div> <div><div>- pre-employment</div><div>- periodic</div><div>- notification</div></div>	<div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div>z31</div>
<div>b. Emergency Procedures:</div> <div>Plan outlining requirements and emergency medical procedures. Employees trained in procedures.</div>	<div>b. Emergency Procedures</div> <div><div>- employees trained</div></div>	<div><div></div><div></div></div> <div>z32</div>
<div>c. Emergency Telephone Numbers:</div> <div>Emergency telephone numbers should be conspicuously posted.</div>	<div>c. Emergency Numbers:</div> <div><div>- numbers posted</div></div>	<div><div></div><div></div></div> <div>z33</div>
<div>d. First Aid:</div> <div>Adequate number of first aid attendants per shift with valid certification. Approved first aid kit readily available and periodically checked.</div>	<div>d. First Aid:</div> <div><div>- adequate number per shift</div><div>- kits available and checked</div></div>	<div><div></div><div></div></div> <div><div></div><div></div></div> <div>z34</div>



7. <u>Employee Awareness, Acceptance, and Participation</u>		<u>Yes</u>	<u>No</u>
<p>a. Committees:</p> <p>Establishment has school management, employee, and supervisory safety committee. Meets at least b-monthly and reports to top management. Agenda prepared, minutes kept, corrective action recommended. Membership on the committee is rotated for maximum employee participation. Reported hazards are investigated and corrective action is recommended.</p>	<p>a. Safety & Health Committee</p> <ul style="list-style-type: none"> - joint participation - meets bi-monthly - agenda & minutes kept - hazards investigation & corrective action recommended 		<p>z36</p> <p>z37</p> <p>z38</p> <p>z39</p>
<p>z1 z2 z3 z4 z5 z40 z41 z42</p>			



AMERICANS WITH DISABILITIES ACT (ADA) EMPLOYER'S CHECKLIST

- _____ 1. Review existing jobs or positions carefully to determine the essential functions or duties of each position and draft job descriptions for each.
- _____ 2. Review any existing job descriptions to ensure that the duties listed are accurate and constitute the essential functions of the position.
- _____ 3. Draft (or review) personnel policies regarding medical examinations for applicants. Make sure that medical examinations are not required before an offer of employment has been given.
- _____ 4. Review company's policies on procedures designed to keep medical information obtained from medical examinations confidential. Separate confidential files must be maintained.
- _____ 5. In the personnel department consult, in particular, the person responsible for interviewing and hiring applicants, to review the proper areas of questioning relating to an applicant's disability. Remember, no questions may be asked regarding the nature or severity of an applicant's disability; however, questions as to whether the applicant can perform the functions of the position are permissible. Note: generally all applicants should be questioned on these issues.
- _____ 6. Make sure both the personnel department and administrators understand what the term "qualified individual with a disability" covers.
- _____ 7. Meet with supervisors and administrators regarding the need for sensitivity in employment relations with disabled employees. Generalizations regarding a person's disability are not acceptable, nor may information regarding an employee's disability be solicited without an observation that the person is having difficulty performing his or her job duties because of the disability.
- _____ 8. Revise company equal employment opportunity policies to expressly provide that the employer does not discriminate on the basis of disability, and will make reasonable accommodations for individuals with disabilities as long as they do not amount to an undue hardship or are otherwise job-related and consistent with business necessity.
- _____ 9. Post notices available from the EEOC describing the applicable provisions of the ADA in a format accessible to all applicants and employees.
- _____ 10. Perform a self-audit as to what accommodations the Board would be able to provide a disabled applicant or employee. This might include making existing facilities readily accessible and usable by those with disabilities, acquiring or modifying equipment or devices, providing qualified readers or interpreters, etc.

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- _____ 11. Review the School Board's policies and procedures and/or state teacher certification regulations to make sure that job applicants or employees are not limited, segregated or classified by a test, standard or other classification procedure in a way which would hurt their opportunities or employment status because of their disability.
 - _____ 12. Review all contracts or other arrangements in which the School Board is involved to ensure that these contracts or other relationships do not subject the School Board's applicants or employees with disabilities to prohibited discrimination for which the School Board may be held liable.
 - _____ 13. Review the provisions of any union contracts to which the School Board is subject and which extend past the Act's effective date to ensure that the provisions of the contracts are not in conflict with the Act's prohibitions. In particular, review job classifications found in the collective bargaining agreements. If the School Board will be negotiating a union contract in the near future which will continue past the Act's effective date, consider proposing a broad management right clause to enable the School Board to comply with the Act's terms. Any negotiations about job classifications set forth in the contract should include reference to the requirement of the ADA.
 - _____ 14. As the School Board is a place of public accommodation, review any criteria of eligibility that is used to determine who uses the services to ensure that it does not screen out or tend to screen out those individuals with disabilities, unless otherwise necessary. Formulate a compliance plan.
 - _____ 15. Check policies, practices or procedures of the School Board to determine the School Board's ability to make reasonable modifications, such as provide easy access to and use of accommodation, facility or system.
 - _____ 16. Consider hiring individuals who will be able to serve as interpreters or readers, and be ready to provide text or similar devices to individuals with visual or hearing impairment, if necessary, to afford them equal opportunity to and full enjoyment of the goods, services, etc. available to those without impairment.
 - _____ 17. Review the architectural structure of public accommodations to determine whether any barriers exist, and determine whether removal may be readily achievable.
 - _____ 18. If a new building or facility is being designed for occupancy after January 26, 1993, make sure that it will be readily accessible and usable by the disabled. Plan for accessibility in remodeling efforts (Subject to any federal or state exemptions for public entities).
 - _____ 19. Review contracts or leases of buildings the School Board has with others to ensure that they are not in violation of the ADA.



AMERICANS WITH DISABILITIES ACT (ADA)

PROPER EMPLOYMENT INQUIRIES AND REQUESTS FOR MEDICAL EXAMINATIONS UNDER THE AMERICAN WITH DISABILITIES ACT (ADA)

Suggested Instructions for Supervisors and Managers

Purpose:

To implement appropriate standards for employment inquiries and medical examinations under the ADA.

Guidelines:

1. The interviewer may not make pre-employment inquiries regarding the existence, nature, or severity of a job applicant's disabilities, if any.
2. The interviewer must know in detail the requirements of the position for which application is being made. In that regard, the interviewer may ask the job applicant about his or her ability to perform all functions which are job-related. Use the revised job description in the interview.
3. Medical examinations may no longer be required before an employment offer is made to a job applicant. However, prior to the commencement of employment, the School Board may require all applicants or applicants for certain positions (e.g., those positions requiring a higher degree of security and/or safety), to submit to a medical examination and condition actual employment on the results of such an examination. The examination may not be used to determine whether an applicant is an individual with a disability.
4. When medical examinations are required, they must be required regardless of disability and should be related to the requirements of the particular position or classification being applied for (e.g., security and safety). The information obtained from the examination must also be collected and maintained separately and treated as confidential medical records.
5. The information obtained from medical examinations must be safeguarded and the results may be disclosed only (a) to supervisors and managers for purposes of identifying scope of employees' work and duties or identifying necessary accommodations, (b) to first aid and safety personnel if the disability required emergency treatment, and (c) to government officials as requested and relevant to their investigations of claims or discrimination.
6. These guidelines do not apply to pre-employment drug tests or to voluntary medical examinations (e.g., for employee health programs sponsored by the School Board.)

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SCHOOL RISK MANAGEMENT SURVEY

Name of School _____ Date of visit: _____

School No. _____

Address: _____

Phone number: _____

Loss Control Contact: _____

Principal: _____

Assistant Principal: _____

Building Engineer: _____

NTA/Security Person: _____

Teachers: _____

Custodians: _____

Clerical: _____

Nurse: _____

Food Service: _____

Counselors: _____

Total Number of Students: _____

Capacity: _____

Grades: _____

Hours: _____

Summer School Programs: _____

After School Activities:

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

School Used by Others: _____

Adopt a School Program: _____

Parent Association: _____

Transportation: _____

Students Dropped Off at: _____

Pest Control is: _____

Workers Compensation injuries are most likely to occur: _____

Greatest Liability Exposures are: _____



Elevators:

Freight: _____

Passenger: _____

Operator: _____

Problems: _____

Asbestos: (location):

1. _____

2. _____

3. _____

4. _____

Sealed or Removed (when): _____

Special Education:

1. How many students: _____

2. Type of (physical, TMR): _____

3. ADA (physical characteristics): _____

School Safety Plan: _____

NOTES:



SECURITY AND FIRE SAFETY

Number of Security Personnel: _____ NTA'S: _____

City of Philadelphia Police Officer Assigned: _____

Closest Fire Department: _____

Closest Police Department: _____

Approximate Number of Weapons confiscated during the year: _____

Most Common Weapon: _____

Weapons are kept where: _____

Number of break-ins last year: _____

Stolen Items last year: _____

School Security System (door contacts) working: _____

Motion detectors (location): _____

Security lights working: _____ (manual or timer) _____

Stolen or damaged vehicles in school lots: _____

Are trespassers a problem: _____

House Phones/PA system working: _____

Automatic Sprinkler System: _____ wet _____ dry
(where):

Valves (locked, inspected, no blocked): _____

Pull stations (local or fire dept.): _____

Heat/smoke detectors: _____

False Alarms:

1. How many per year? _____
2. Students Caught: _____
3. Any preventative measures? _____

Extinguishers:

1. Discharged by students: _____
2. Inspected: _____
3. Water type recharged on site: _____
4. Fire hoses: _____



Fire Department make inspection of school: _____ (when) _____

Last Fire Drill: _____

Designated Smoking Areas: _____

Standpipes (where): _____

Siamese: _____

Fire towers (how many): _____

Fire Hydrants (where): _____

Emergency generator: _____ (tested) _____
(location) _____

Emergency lights 9battery or electric): _____
(tested) _____

NOTES:



BUILDINGS

Building **A.** – Exterior

Year built: _____

Foundation walls: _____

Exterior walls: _____

Windows: _____

Doors: _____

Security Screening: _____

Lighting:

1. Front: _____
2. Side A: _____
3. Side B: _____
4. Rear: _____

Sidewalks:

1. Condition: _____
2. Construction: _____
3. _____
Snow & ice removal: _____

NOTES:



BUILDINGS

Building **B.** – Exterior

Year built: _____

Foundation walls: _____

Exterior walls: _____

Windows: _____

Doors: _____

Security Screening: _____

Lighting:

1. Front: _____
2. Side A: _____
3. Side B: _____
4. Rear: _____

Sidewalks:

1. Condition: _____
2. Construction: _____
3. _____
Snow & ice removal: _____

NOTES:



BUILDINGS

Building C. – Exterior

Year built: _____

Foundation walls: _____

Exterior walls: _____

Windows: _____

Doors: _____

Security Screening: _____

Lighting:

1. Front: _____
2. Side A: _____
3. Side B: _____
4. Rear: _____

Sidewalks:

1. Condition: _____
2. Construction: _____
3. _____
Snow & ice removal: _____

NOTES:



BUILDINGS

Building **D.** – Exterior

Year built: _____

Foundation walls: _____

Exterior walls: _____

Windows: _____

Doors: _____

Security Screening: _____

Lighting:

1. Front: _____
2. Side A: _____
3. Side B: _____
4. Rear: _____

Sidewalks:

1. Condition: _____
2. Construction: _____
3. _____
Snow & ice removal: _____

NOTES:



GROUNDS

Grass, Shrubs, trees: _____

Fencing: _____

Pillars and posts: _____

Steps: _____

Parking lot:

1. Surface: _____

2. Gates/openings: _____

3. Drains: _____

4. Fences: _____

5. School District signs: _____

School yard:

1. Surface: _____

2. Gates/openings: _____

3. Drains: _____

4. Fences: _____

5. School District signs: _____

6. Playground/equipment: _____

Adjacent properties: _____

NOTES:



INTERIOR CONDITIONS

Hallway:

1. Walls: _____
2. Ceiling: _____
3. Floors: _____
4. Lighting: _____
5. Heating units: _____
6. Obstructions: _____
7. Lockers: _____

Classroom doors:

1. Fire glass: _____
2. Construction: _____

Stair wells:

1. Number of: _____
2. Handrails: _____
3. Steps: _____
4. Exit lighting: _____
5. Doors (hardware & fire glass): _____

NOTES:



MECHANICAL ROOMS

Boiler Room:

Floors: _____ Ceiling: _____ Steps: _____
Walls: _____ Lighting: _____
Number of boilers: _____
Fuel Storage (where & capacity): _____

Certification (where kept): _____
Air compressors (how many & type): _____
Pumps (type & leaks): _____
Fire Extinguisher: _____

Fan Room:

Floors: _____ Ceiling: _____ Steps: _____
Walls: _____ Lighting: _____
Number of fan rooms: _____
Guards on machines: _____

Storage: _____
Fire extinguisher: _____

Electrical Room:

Floors: _____ Ceiling: _____ Steps: _____
Walls: _____ Lighting: _____
PECO transformer (located): _____
Warning signage posted on door: _____
Anti shock mat in place: _____
Voltage labeled: _____
Storage: _____

Fire extinguisher (type): _____

Main Storage Room:

Floors: _____ Ceiling: _____ Steps: _____
Walls: _____ Lighting: _____
Equipment: _____

MSDS: _____
Chemical Inventory (Hazardous Substance Survey): _____

Chemical Stored in: _____



NOTES:



Steps: _____

Lighting: _____

Variations

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COMPUTER CLASSROOM(S)

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Screened fire glass on exterior door: _____
Interior security bars: _____
Location of electrical power: _____
Air conditioning: _____
Halon fire extinguisher: _____
Number of thefts: _____

Classroom number

Number of computers

Variations

TYPING CLASSROOM(S)

Screened fire glass on exterior door: _____
Location of electrical power: _____
Number of thefts: _____

Classroom number

Number of typewriters

Variations

NOTES:



Variations

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



LIBRARY/IMC

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Doors: _____
Windows: _____
Fire extinguisher: _____
Storage room: _____

Bookshelves secured: _____
Furnishings: _____

NOTES:



GYMNASIUM(S)

Gym A

Floor: _____
Walls: _____
Ceiling: _____
Lighting: _____
Doors: _____
Windows: _____
Heating Units: _____
Equipment: _____
1. Basketball hoops: _____
2. Ropes & rings: _____
3. Climbing board/chin up bar: _____
4. Mats on Walls (if needed): _____
5. Bleachers: _____

Locker Rooms

(Boys)

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Lockers: _____
Benches: _____
Showers: _____
Bathroom: _____

(Girls)

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Lockers: _____
Benches: _____
Showers: _____
Bathroom: _____

Storage Rooms

Number of rooms: _____
Equipment Stored: _____

Phys Ed Office(s)

Number of: _____
Doors: _____
Windows: _____
Floors: _____



Bathrooms: _____
First aid kit: _____
Fire extinguisher: _____
Refrigerator: _____

NOTES:



GYMNASIUM(S)

Gym B

Floor: _____
Walls: _____
Ceiling: _____
Lighting: _____
Doors: _____
Windows: _____
Heating Units: _____
Equipment: _____
1. Basketball hoops: _____
2. Ropes & rings: _____
3. Climbing board/chin up bar: _____
4. Mats on Walls (if needed): _____
5. Bleachers: _____

Locker Rooms

(Boys)

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Lockers: _____
Benches: _____
Showers: _____
Bathroom: _____

(Girls)

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Lockers: _____
Benches: _____
Showers: _____
Bathroom: _____

Storage Rooms

Number of rooms: _____
Equipment Stored: _____

Phys Ed Office(s)

Number of: _____
Doors: _____
Windows: _____
Floors: _____



Bathrooms: _____
First aid kit: _____
Fire extinguisher: _____
Refrigerator: _____

NOTES:



GYMNASIUM(S)

Gym C

Floor: _____
Walls: _____
Ceiling: _____
Lighting: _____
Doors: _____
Windows: _____
Heating Units: _____
Equipment: _____
1. Basketball hoops: _____
2. Ropes & rings: _____
3. Climbing board/chin up bar: _____
4. Mats on Walls (if needed): _____
5. Bleachers: _____

Locker Rooms

(Boys)

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Lockers: _____
Benches: _____
Showers: _____
Bathroom: _____

(Girls)

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Lockers: _____
Benches: _____
Showers: _____
Bathroom: _____

Storage Rooms

Number of rooms: _____
Equipment Stored: _____

Phys Ed Office(s)

Number of: _____
Doors: _____
Windows: _____
Floors: _____



Bathrooms: _____
First aid kit: _____
Fire extinguisher: _____
Refrigerator: _____

NOTES:



WEIGHT ROOM

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Door (locked): _____
Used by: _____
Supervised by: _____
Equipment: _____

Emergency Procedure (house phone): _____

NOTES:



HEALTH SERVICES

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Windows: _____
Doors: _____
Bathroom: _____
Waiting area: _____
Examination room: _____
Equipment: _____
Medication stored (location/secured): _____
EM2's: _____
Who distributes medication when nurse is unavailable: _____
Closest health facility (emergency treatment): _____
Wheel chair available: _____
Full or part time nurse: _____ Hours: _____
Fire extinguisher: _____

NOTES:



FOOD SERVICE

Manager: _____
Other Staff: _____
Hour of operation: _____
Total number of students fed: _____ Universal Feed Program: _____
Breakfast: _____
Lunch: _____
Tokens: _____

Kitchen

Floors: _____ Ceiling: _____ Steps: _____
Walls: _____ Lighting: _____
Ventilation: _____
Equipment: _____

Ansul System (inspection date): _____

Fire Extinguisher: _____
Pull Stations: _____
Pest Control: _____
Knives sharpened by: _____
Knives kept in: _____
Cash Registers: _____
Safe: _____
Slip mats in kitchen: _____

Storage

Food items separate from cleaning materials: _____

Food items dated/priced: _____
Items stored on: _____
Delivery process: _____

Serving Line

Access from kitchen to line via: _____
Line equipment: _____

Anti slip mats on line: _____



Ventilation: _____

Adequate Line Space: _____

Fire extinguisher: _____

Cafeteria

Floors: _____ Ceiling: _____ Steps: _____

Walls: _____ Lighting: _____

Windows: _____

Doors: _____

Ventilation: _____

Heating units: _____

Seating: _____

Tables: _____

Vending Machines: _____

Refund Program: _____

Faculty Cafeteria

Floors: _____ Ceiling: _____ Steps: _____

Walls: _____ Lighting: _____

Ventilation: _____

Number served for breakfast: _____

Lunch: _____

Cafeteria Furniture: _____

Vending Machines: _____

Fire Extinguisher: _____

Serving line equipment: _____

Anti slip mats: _____

NOTES:



AUDITORIUM

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Ventilation: _____
Seating capacity: _____
Doors: _____
Windows: _____
Exit lighting: _____
Seating (type/condition): _____
Side curtains: _____
Fire extinguishers: _____
Pull Stations: _____
Distance between stage and seating: _____
Equipment in auditorium: _____

Stage

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Elevation to floor of auditorium: _____
Steps to stage: _____
Stage lighting: _____
Curtains/liners: _____
Fire extinguishers: _____
Storage: _____
Exits: _____

Balcony

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Steps/ramps: _____
Railing: _____
Seating: _____
Exit lighting: _____
Fire extinguisher: _____
Elevation to auditorium floor: _____

NOTES:



ROOF

Type (flat, peaked): _____

Construction: _____

Drains:

1. Number of: _____

2. Free & Clear: _____

Chimney(s):

1. Number of: _____

2. Lightning arrestors: _____

3. Ladder to top: _____

Satellite dish: _____

Other items on roof: _____

Leaks: _____

Elevator penthouse:

1. Steps: _____

2. Door: _____

3. Fire extinguisher: _____

4. Storage: _____

NOTES:



ART DEPARTMENT

Floors: _____ Ceiling: _____

Walls: _____ Lighting: _____

Ventilation: _____

Fire extinguisher: _____

Sinks: _____

Chemicals:

1. Storage: _____

2. Cabinet: _____

3. MSDS: _____

PPE available: _____

NOTES:



HOME ECONOMICS

Floor: _____

Walls: _____

Ceiling: _____

Lighting: _____

Number of stoves: _____ gas: _____ Electric: _____

Chemicals labeled: _____

Knives area sharpened by: _____

Number of washers: _____ Number of dryers: _____

Number of refrigerators: _____

GFCI near wet areas: _____

Extension cords being used: _____

Fire extinguisher: _____

Sewing machines: _____

Iron/ironing boards: _____

NOTES:



WOOD SHOP

Floors: _____

Ceiling: _____

Walls: _____

Lighting: _____

Equipment

1. Jointer: _____

2. Table saw: _____

3. Radial arm saw: _____

4. Planer: _____

5. Band saw: _____

6. Drill press: _____

7. _____:

8. _____:

9. _____:

Number of worktables: _____

Personal protective equipment:

Goggles: _____

Respirators: _____

Aprons: _____

Other: _____

Dust bags/cydiones:

1. Number of _____ (indoor/outdoor)

2. Statically grounded: _____

Flammables:

1. Inventory/MSDS: _____

2. Storage: _____

3. Cabinets/shelving: _____

Products made for School District or public: _____

NOTES:



SCIENCE LABS

Lab A

Floor: _____
Walls: _____
Ceiling: _____
Lighting: _____
Ventilation: _____
Fire extinguisher: _____
Fire blanket: _____
Exits marked: _____
Pull station: _____
1st Aid kit: _____
Eye wash: _____
Shower: _____
Fumehood: _____

(PPE)

Eye/face protectors: _____
Aprons: _____
Gloves: _____
Respirator: _____
Other: _____

GFCI (near wet areas): _____

MSDS: _____

Inventory(copy): _____
Other: _____

Gas: _____

Furniture: _____

(Chemical Storage)

Floors: _____
Walls: _____
Door (locked): _____
Ventilation: _____
Cabinets: _____

Ceiling: _____
Lighting: _____

Shelving: _____

Fire extinguisher: _____



SCIENCE LABS

Lab B

Floor: _____

Walls: _____

Ceiling: _____

Lighting: _____

Ventilation: _____

Fire extinguisher: _____

Fire blanket: _____

Exits marked: _____

Pull station: _____

1st Aid kit: _____

Eye wash: _____

Shower: _____

Fumehood: _____

(PPE)

Eye/face protectors: _____

Aprons: _____

Gloves: _____

Respirator: _____

Other: _____

GFCI (near wet areas): _____

MSDS: _____

Inventory(copy): _____

Other: _____

Gas: _____

Furniture: _____

(Chemical Storage)

Floors: _____

Ceiling: _____

Walls: _____

Lighting: _____

Door (locked): _____

Ventilation: _____

Cabinets: _____

Shelving: _____

Fire extinguisher: _____



SCIENCE LABS

Lab C

Floor: _____
Walls: _____
Ceiling: _____
Lighting: _____
Ventilation: _____
Fire extinguisher: _____
Fire blanket: _____
Exits marked: _____
Pull station: _____
1st Aid kit: _____
Eye wash: _____
Shower: _____
Fumehood: _____

(PPE)

Eye/face protectors: _____
Aprons: _____
Gloves: _____
Respirator: _____
Other: _____

GFCI (near wet areas): _____

MSDS: _____

Inventory(copy): _____
Other: _____

Gas: _____

Furniture: _____

(Chemical Storage)

Floors: _____
Walls: _____
Door (locked): _____
Ventilation: _____
Cabinets: _____

Ceiling: _____

Lighting: _____

Shelving: _____

Fire extinguisher: _____



SCIENCE LABS

Lab D

Floor: _____

Walls: _____

Ceiling: _____

Lighting: _____

Ventilation: _____

Fire extinguisher: _____

Fire blanket: _____

Exits marked: _____

Pull station: _____

1st Aid kit: _____

Eye wash: _____

Shower: _____

Fumehood: _____

(PPE)

Eye/face protectors: _____

Aprons: _____

Gloves: _____

Respirator: _____

Other: _____

GFCI (near wet areas): _____

MSDS: _____

Inventory(copy): _____

Other: _____

Gas: _____

Furniture: _____

(Chemical Storage)

Floors: _____

Walls: _____

Door (locked): _____

Ventilation: _____

Cabinets: _____

Shelving: _____

Fire extinguisher: _____



NOTES:



PRINT SHOP/DARK ROOM

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Ventilation: _____
Equipment: _____

Chemicals:

1. MSDS/inventory: _____
2. Storage: _____

3. Cabinet: _____
4. Fire extinguisher: _____
5. Safety cans: _____

Personal protective equipment

1. Goggles: _____
2. Gloves: _____
3. Aprons: _____
4. Respirators: _____
5. Other: _____

NOTES:



AUTOMOTIVE

Floor: _____

Walls: _____

Ventilation: _____

Ceiling: _____

Lighting: _____

Doors: _____

Windows: _____

Drains: _____

Number of overhead doors: _____

1. Electrical or manual: _____
2. Secured at night: _____
3. Ventilation openings: _____

Service bays: _____

1. Number of: _____
2. Hydraulic lifts: _____
3. Hoists: _____

Personal protective equipment: _____

1. Goggles: _____
2. Respirators: _____
3. Shoes: _____
4. Others: _____

First aid kit: _____

Eyewash/shower: _____

Fire extinguishers: _____

Pull stations: _____

Absorbent materials: _____

Spill kit: _____

Air compressor: _____

1. Location: _____
2. Type/number: _____
3. Maintenance: _____

Equipment: _____

1. Diagnostic: _____
2. Grinder: _____
3. Drill press: _____
4. _____:
5. _____:
6. _____:

Painting: _____

1. Booth/room: _____
2. Automatic sprinklered: _____
3. Shut off solenoid: _____
4. Amount of pain in room/booth: _____

Tool crib: _____



Parts rooms: _____

Parts wash (w/ fusible link): _____

Safety cans: _____

Who dispose of rags: _____

Bulk storage room:

1. Location: _____
2. Inventory/MSDS: _____
3. Fire extinguisher: _____

Vehicles:

1. Number of public vehicles serviced (monthly): _____
2. Any donated vehicles: _____
3. Any School District vehicles serviced: _____

NOTES:



STUDENT RESTAURANT/FOOD SERVICE MANAGEMENT

Kitchen

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Ventilation: _____
Windows: _____
Doors: _____
Equipment: _____

Ansul System (inspection date): _____

Fire extinguishers: _____
Pull stations: _____
Pest control: _____

Knives sharpened by: _____
Knives kept in: _____
Safe: _____
Slip mats: _____
First aid kits: _____
MSDS: _____

Restaurant

Floor: _____
Walls: _____
Ceiling: _____
Lighting: _____
Ventilation: _____
Hours of operation: _____
Number of instructors: _____
Cash register: _____
Any thefts: _____

Furnishing and equipment in restaurant: _____

Catering:
Who: _____
What: _____
Where: _____

Any outside contractors: _____



Injuries to students: _____

NOTES:



HORTICULTURE

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Equipment: _____

Chemicals:

1. Storage: _____
2. Cabinet: _____
3. MSDS: _____
4. Warning posted: _____

Fire extinguisher: _____

Greenhouse: _____

Approximate dimensions: _____ length _____ width _____ weight

Floors: _____ Ceiling: _____

Walls: _____ Lighting: _____

Fans – number of: _____

Doors: _____

Sprinklered: _____

Sale to the public: _____

NOTES:



COSMETOLOGY

Floors: _____ Ceiling: _____

Walls: _____ Lighting: _____

Number of stations: _____

Air conditioning: _____

Maintenance of equipment by: _____

Chemicals:

1. Stored (location): _____

2. MSDS/inventory: _____

3. Cabinet/shelving: _____

Electricity provided by: _____

1st aid kit: _____

Fire extinguisher: _____

PPE provided: _____

Average number of public patrols: _____

NOTES:



WELDING

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Ventilation: _____

Number of booths: _____

Number of welding units: _____ Electric: _____

O₂ & acetylene: _____

Hoists: _____

Cylinders Secured/stored: _____

PPE

1. Goggles/shields: _____
2. Gloves: _____
3. Shoes: _____
4. Signs posted (observers): _____

First Aid kit (burn ointment): _____

Eye wash: _____

MSDS/inventory: _____

Fire Extinguisher: _____

Any welding done for the School District or the public: _____

NOTES:



SWIMMING POOLS

Hours of operation: _____

Weekend use: _____

Summer use: _____

Sports: _____

Number of lifeguards: _____

Pool:

Dimensions: _____ length _____ width _____ to _____ depth

Drains: _____

Ladders:

1. Number of: _____

2. Construction: _____

3. Secured: _____

Diving boards:

1. Number of: _____

2. Height of each: _____

3. Ladders (construction/secured): _____

Lifeguard chairs: _____

Pool Area:

Floors: _____ Ceiling: _____

Walls: _____ Lighting: _____

Ventilation: _____

Heating provided by: _____

Flooring around pool: _____

Rules/signs posted: _____

Lifesaving devices: _____

First aid kit: _____

Emergency phone: _____

Chemicals:

1. Storage: _____

2. Inventory/MSDS: _____

3. Signs posted: _____

Pool office(s):

Doors: _____

Windows: _____

Floors: _____

Other: _____



Locker rooms

(Boys)

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Lockers: _____

Benches: _____
Showers: _____
Bathrooms: _____

(Girls)

Floors: _____ Ceiling: _____
Walls: _____ Lighting: _____
Lockers: _____

Benches: _____
Showers: _____
Bathrooms: _____

Seating:

Construction: _____
Steps: _____
Railings: _____
Condition: _____

Use by other: _____

Any injuries in the current year: _____



SHOP

Floors: _____

Ceiling: _____

Walls: _____

Lighting: _____

Equipment

Guarded

- | | | | |
|----|-------|---|-------|
| 1. | _____ | : | _____ |
| 2. | _____ | : | _____ |
| 3. | _____ | : | _____ |
| 4. | _____ | : | _____ |
| 5. | _____ | : | _____ |
| 6. | _____ | : | _____ |
| 7. | _____ | : | _____ |
| 8. | _____ | : | _____ |
| 9. | _____ | : | _____ |

Worktables: _____

Personal Protective Equipment:

Goggles: _____

Respirators: _____

Gloves: _____

Other: _____

Flammables:

1. Inventory/MSDS: _____

2. Storage: _____

3. Cabinets/Shelving: _____

Products made for School District or public: _____

NOTES:



DAY CARE

Comprehensive: _____

Child Care: _____

Get Set: _____

Head Start: _____

(Other): _____

Director/Coordinator: _____

Hours: _____ Average number of children: _____

Number of teachers: _____ Total staff number: _____

Whose children (S.D., public, students): _____

Room numbers: _____

Floor location: _____

Emergency evacuation procedures: _____

Equipment:

Cribs: _____

Toys _____

Wheeled toys: _____

Climbing Apparatus: _____

Kitchen: _____

Parents/Volunteers (how many): _____

Any trespassers: _____

Serious incidents: _____

NOTES:



FIELDS

Number of: _____

Type: _____

Sports:

Football: _____

Baseball: _____

Soccer: _____

Track/Field: _____

Soft ball: _____

Other: _____

Others who use fields:

Condition:

Track: _____

Field: _____

Backstop: _____

Drains: _____

Base paths: _____

Scoreboard: _____

Goal posts: _____

Long jump/Pole vault: _____

Foul ball protection: _____

Benches: _____

Fencing: _____

Signs: _____

Seating: (Home) _____

(Visitors) _____

Stadium: _____

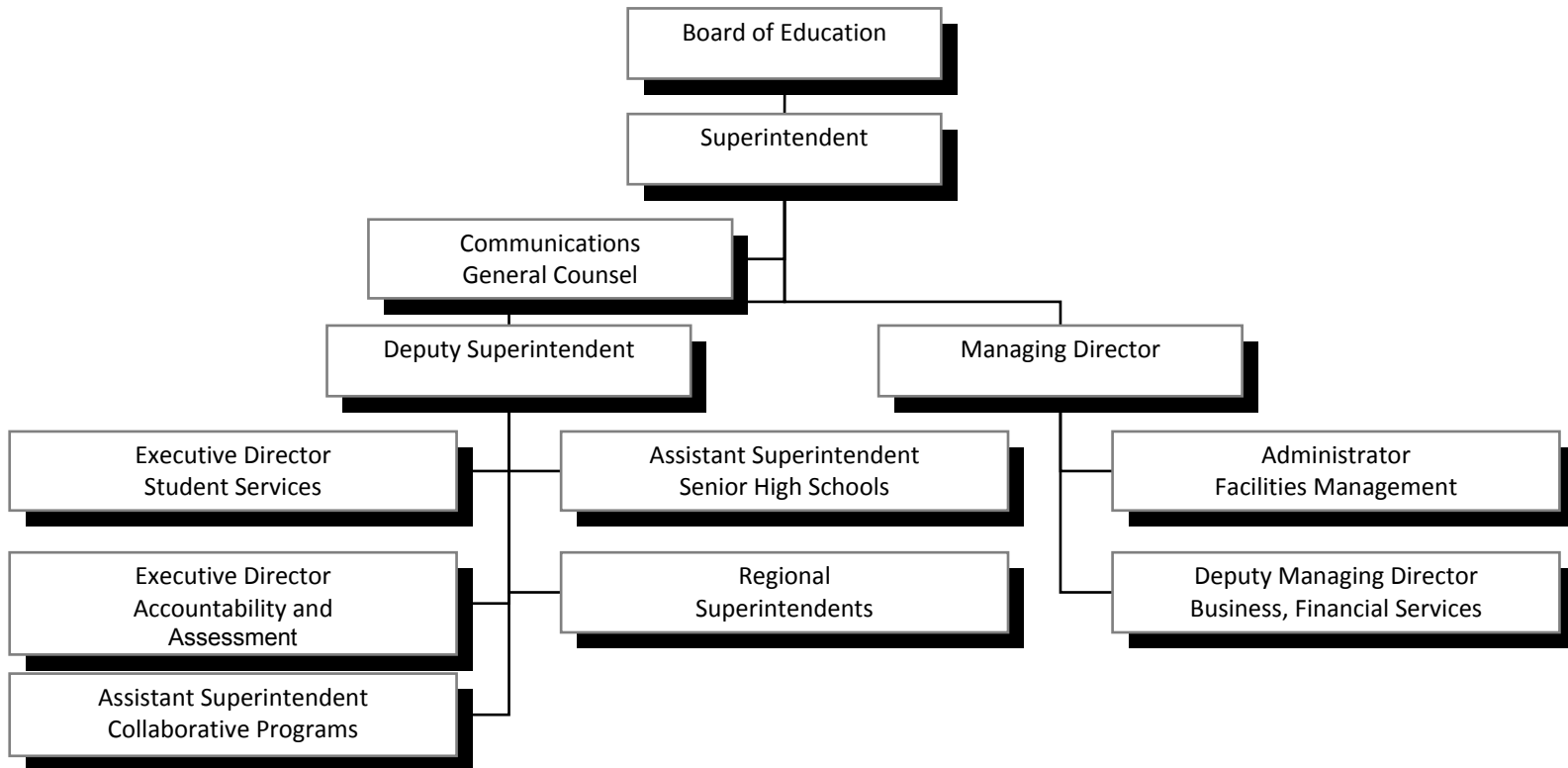
Lights: _____

Press Box: _____

NOTES:



School District Organizational Chart



This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



CONTRACT REVIEW

For: _____

By: _____

Date: _____

I. General Information

A. Party(ies) to Contract: _____

B. Type of Contract: _____

☐ Construction Agreement

☐ Purchase Order Agreement

☐ Automobile Lease

☐ Service Agreement

☐ Subcontractor

☐ Lease of Premises

☐ Equipment Lease

☐ Other (specify) _____

C. Term of Contract (including options): _____

D. Consideration:

☐ Fixed: _____

☐ Percentage: _____ % of _____

☐ Additional Cost paid by: _____

for:

☐ Maintenance and repair

☐ Insurance

☐ Taxes

☐ Damage to Property

☐ Other (specify) _____



II. Property Exposures

A. Responsible to repair or replace property of owner if:

- ☐ Damaged by your negligence
- ☐ Damaged by any cause, except ordinary wear and tear
- ☐ Other (specify) _____

B. If premises untenable or equipment not usable, rent:

- ☐ Continues
- ☐ Abates
- ☐ Terminates
- ☐ No Comment

C. Waiver of Subrogation:

- ☐ Unilateral
- ☐ Mutual
- ☐ None

D. Property Insurance

Obtained by: _____

Paid for by: _____

☐ Amount States: _____

☐ Full Replacement Costs: _____

☐ % of Value: _____

Deductible Permitted? ☐ Yes ☐ No ☐ No Comment

Blanket Insurance Permitted? ☐ Yes ☐ No ☐ No Comment

Insurance in the name of: _____

Loss Payee/Mortgage: _____

Comments: _____



III. Casualty Exposures

E. Hold-Harmless Clause:

- ☐ Limited Form: Assumption of responsibility for own acts and those of agents, employees, etc.
- ☐ Intermediate Form: Assumption of responsibility for all liability caused by sole negligence of other party.
- ☐ Broad Form: Description of responsibility for all liability whether or not the other party is solely to blame.

Comments: _____

F. Clauses

- ☐ Exculpatory Clause
- ☐ Disclaimer Clause

Exceptions: _____

G. Casualty Insurance Requirements:

- ☐ CGL - Limits: _____
- ☐ Contractual – Limits: _____
- ☐ CAL – Limits: _____ days
- ☐ WC – Limits: _____ Employers' Liability

Special Coverage of Insurance Stipulations: _____

H. Special Requests:

- ☐ Additional Insured: _____
- ☐ Certificate of Insurance to: _____
- ☐ Notice of Cancellation: _____ days
- ☐ Other (specify): _____

Comments: _____

Recommendations: _____

[illegible]



WORKER'S COMPENSATION PROGRAM ANALYSIS

"The following is our loss control risk evaluation survey report. In reviewing the report, we would like to draw your attention to the fact that the report is based upon conditions observed and information supplied during our visit of the location(s). We did not undertake the identification of all hazards, loss potentials, statutory or code violations or violations of good practice pertaining to the subjects of our survey or any other subjects of our survey or any other subjects. We also do not guarantee, assure or warrant, (1) The safety of such location(s); or (2) that it is in compliance with federal, state, and local laws, statues, ordinances, recommendations, regulations, consensus codes or other standards."

DATE _____ COVERAGE _____

CONSULTANT _____

MEMBER INFORMATION

TYPE OF OPERATION: _____

ADDRESS: _____ CONTACT PERSON: _____

CITY: _____ TITLE: _____

TELEPHONE: _____ SAFETY/RISK MANAGER: _____

TOTAL NUMBER OF EMPLOYEES: FT _____ PT _____

SAFETY MANUAL: _____ ATTACHED (Y) (N) _____

IMMINENT HAZARDS RECOMMENDATION: (Y) (N) _____
NOTIFY SUPERVISOR ASAP



MANAGEMENT ACTIVITIES

1. Safety Evaluator Completed and attached? Y N
2. Certificates of insurance obtain? Y N
3. Hold harmless / indemnification agreements? Y N
4. Insured and endorsed as additional insured? Y N
5. Evidence of product liability/financial responsibility for major purchases? Y N
6. Top Supervisor and Title _____

Additional Comments:

SERVICE AND UTILITIES

Please indicate number of employees or N/A for not applicable

- | | | |
|---------------------------------------|---------------------|--------------------|
| 1.) Gas Distribution? | # of Employees_____ | Date of Visit_____ |
| 2.) Waste Water Treatment? | # of Employees_____ | Date of Visit_____ |
| 3.) Water Treatment? | # of Employees_____ | Date of Visit_____ |
| 4.) Police Dept.? | # of Employees_____ | Date of Visit_____ |
| 5.) Sanitation/Trash/Reuse? | # of Employees_____ | Date of Visit_____ |
| 6.) Administrative Staff? | # of Employees_____ | Date of Visit_____ |
| 7.) Electric Utilities? | # of Employees_____ | Date of Visit_____ |
| 8.) Playground? | # of Employees_____ | Date of Visit_____ |
| 9.) Janitorial | # of Employees_____ | Date of Visit_____ |
| 10.) Bus drivers/other transportation | # of Employees_____ | Date of Visit_____ |
| 11.) Food service workers | # of Employees_____ | Date of Visit_____ |
| 12.) Teachers | # of Employees_____ | Date of Visit_____ |

Additional Departments or comments:



WORKERS' COMPENSATION SAFETY
EVALUATOR

Name _____ Acct. No. _____

Address _____ City _____ Zip _____

Conferred With & Title _____

I. Administration Policy

	Excellent	Good	Acceptable	Deficient	N/A
Program Director - Manager	_____	_____	_____	_____	_____
Part Time Dir	_____	_____	_____	_____	_____
Full Time Dir.	_____	_____	_____	_____	_____
Adopted Loss Control Program	_____	_____	_____	_____	_____
Supervisor Accountability	_____	_____	_____	_____	_____
Document to Employees	_____	_____	_____	_____	_____
Policy Statement	_____	_____	_____	_____	_____
Employees Handbook / Safety Rules	_____	_____	_____	_____	_____

II. Safety Committee

Written Procedures / Mission Statement	_____	_____	_____	_____	_____
Committee Membership (#of Members)	_____	_____	_____	_____	_____
Schedules Meeting Monthly	_____	_____	_____	_____	_____
Minutes Documented	_____	_____	_____	_____	_____
Accident Review	_____	_____	_____	_____	_____
Safety Training for Members	_____	_____	_____	_____	_____
Safety Talks for Employees	_____	_____	_____	_____	_____

III. Hiring Practices

Employment Application Completed	_____	_____	_____	_____	_____
Review by Management	_____	_____	_____	_____	_____
Previous Employers & Reference Ck.	_____	_____	_____	_____	_____
Job Description used in Interview	_____	_____	_____	_____	_____
Drug Testing, Physical (Post-Offer) etc.	_____	_____	_____	_____	_____

IV. New Employee Orientation & Training

Orientation-Safety Items/New Surroundings	_____	_____	_____	_____	_____
Job Training System					
On the Job (OJT)	_____	_____	_____	_____	_____
Leadworker	_____	_____	_____	_____	_____
Supervisor	_____	_____	_____	_____	_____
Formal Program	_____	_____	_____	_____	_____
Periodic New Employee Follow-up	_____	_____	_____	_____	_____



V. Self Inspections

	Excellent	Good	Acceptable	Deficient	N/A
Safety Inspections	_____	_____	_____	_____	_____
Interval of Inspection	_____	_____	_____	_____	_____
Documented	_____	_____	_____	_____	_____
Not Documented	_____	_____	_____	_____	_____
Effectiveness of Safety Inspections	_____	_____	_____	_____	_____
Management follow-up & Review	_____	_____	_____	_____	_____
Safety Committee Review	_____	_____	_____	_____	_____

VI. First Aid Facilities

Trained & Currently Certified Employees	_____	_____	_____	_____	_____
Emergency Telephone Number posted	_____	_____	_____	_____	_____
Bloodborne Pathogens Training	_____	_____	_____	_____	_____
First Aid Kits Adequate	_____	_____	_____	_____	_____
Professional Health Provider on site	_____	_____	_____	_____	_____
Treatment Location	_____	_____	_____	_____	_____

VII. Injured Employee Administration

Prompt Filing of the "Quick Fax" Report	_____	_____	_____	_____	_____
Prompt follow-up of first report of injury	_____	_____	_____	_____	_____
OSHA 200 Log Maintained	_____	_____	_____	_____	_____
Accident Investigation	_____	_____	_____	_____	_____
Documented	_____	_____	_____	_____	_____
Completed within 24 hrs.	_____	_____	_____	_____	_____

VIII. Emergency Response Plan

Documented (Including all MSDS's)	_____	_____	_____	_____	_____
Employees trained	_____	_____	_____	_____	_____
Periodically reviewed	_____	_____	_____	_____	_____

IX. Exposure Control

Personal Protective Equipment (PPE)	_____	_____	_____	_____	_____
Preventive Maintenance Program	_____	_____	_____	_____	_____
OSHA Programs					
Lockout/tagout	Confined Space			Electrical Generation	
Hazard communication	Laboratory Safety			Bloodborne Pathogens	
Hearing (noise) control	Emergency Training			Ergonomics	
Machine Guarding	Respirator Protection			SCBA	

X. Safety Evaluator Score

Excellent	_____	X	4	=	_____
Good	_____	X	3	=	_____
Acceptable	_____	X	2	=	_____
Deficient	_____	X	1	=	_____
N/A	_____	X	0	=	_____

Present Condition Score _____



LOSS CONTROL FILE ACTIVITY LOG

DATE _____

NAME

CONTACT-ACTION-DECISIONS

[illegible]

PLEASE ATTACH THIS FORM TO THE BACK OF THE SURVEY



LIABILITY UNDERWRITING REPORT

The following is our loss control risk evaluation survey report. In reviewing the report, we would like to draw your attention to the fact that the report is based upon conditions observed and information supplied during our visit of the location(s). We did not undertake the identification of all hazards, loss potentials, statutory or code violations or violations of good practice pertaining to the subjects of our survey or any other subjects. We also do not guarantee, assure or warrant, (1) the safety of such locations(s); or (2) that it is in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

DATE: _____ COVERAGE: GL () AUTO ()

LOSS CONTROL CONSULTANT: _____

SCHOOL INFORMATION:

LOCATIONS: _____

ADDRESS: _____ CONTACT: _____

CITY: _____ TITLE: _____

TELEPHONE: _____ SAFETY/RISK MGR: _____

POPULATION BASE: _____ TOP MANAGER: _____

OF EMPLOYEES _____

MANAGEMENT ACTIVITIES:

	Yes	No
1. Written Loss Control Policy Statement?	_____	_____
2. LC Program Coordinator?	_____	_____
3. LC Meetings conducted on a regular basis?	_____	_____
Frequency: _____		
4. Documented safety inspection Procedures?	_____	_____
5. Documented accident investigation procedures?	_____	_____
6. Documented employee hiring procedures?	_____	_____
7. Documented job descriptions?	_____	_____
8. Documented liability claims management procedures?	_____	_____



MANAGEMENT ACTIVITIES: (continued)

Comments and additional activities:

AUTOMOBILE FLEET:

	<i>Yes</i>	<i>No</i>
1. Documented Fleet Safety Program? _____	_____	_____
# of Vehicles: _____		
# of Authorized Drivers: _____		
2. Motor Vehicles Record (MVR) and license check? _____	_____	_____
Frequency: _____		
3. Criteria established for MVR review? _____	_____	_____
4. Driver road test required? _____	_____	_____
5. Ongoing driver training? _____	_____	_____
6. Disciplinary procedures for:		
Results of accidents/violations? _____	_____	_____
Results of MVR review? _____	_____	_____
Results of misuse of fleet vehicles? _____	_____	_____
7. Accident investigation review? _____	_____	_____
8. Maintenance/records:		
Pre-operation checklist? _____	_____	_____
Preventive Maintenance Program? _____	_____	_____
Maintenance records maintained and documented? _____	_____	_____
Maintenance facility? _____	_____	_____
Location: _____		
If maintenance is not performed by the locality, are certificates of insurance required? _____	_____	_____
9. Use of personal vehicles for municipal business? _____	_____	_____
Are controls in place for personal use of autos? _____	_____	_____
Verification of insurance & limits? _____	_____	_____
Verification of maintenance and condition of vehicle? _____	_____	_____



AUTOMOBILE FLEET: (continued)

10. Special Use Vehicles:

Police:

Fire: Rescue:

Sanitation:

Public Works:

Busses:

Comments and additional activities:

PLAYGROUND FACILITY:

	Yes	No
1. Is there a pool facility? ____	_____	_____
Lifeguards?	_____	_____
Certified in First Aid and CPR?	_____	_____
Lifesaving equipment provided?	_____	_____
Premises fenced and locked after hours?	_____	_____
Height:	_____	_____
Hours of operations and rules posted?	_____	_____
Water tested and documented?	_____	_____
Pool depth clearly indicated on sides and top?	_____	_____
Diving Board? Height:	_____	_____
Slides? Height:	_____	_____
Facility available to outside groups?	_____	_____
Facility formally inspected?	_____	_____
Frequency:	_____	_____

Additional Comments:

	Yes	No
2. Playgrounds and Ball Fields?	_____	_____
Equipment/Facility Inspections?	_____	_____
Frequency:	_____	_____
Documented field maintenance schedule?	_____	_____
Break away bases provided on the baseball/softball fields?	_____	_____

Additional Comments:



SERVICES AND UTILITIES:

	Yes	No
1. Gas Distribution?		
2. Electric Utilities?		
3. Water Distribution?		
4. Sewer/Waste Water Treatment?		
5. Health Care Facility?		
6. Transportation System?		
7. Animal/Mosquito Control?		
8. Day Care Facilities/Services? (safe place, student and faculty child daycare)		
If yes to #9 & #10, please describe operation, employee training & pre-screening		

Additional Comments:



POLICE: _____

	Yes	No
1. Who is the carrier for Law enforcement liability?		
2. Who is the carrier for public officials liability?		
3. Written procedures established for the following:		
Pursuit and Response?	_____	_____
Impoundment?	_____	_____
Search and Arrest? (including metal detectors and pat downs)	_____	_____
Deadly Force?	_____	_____
Family Disturbance?	_____	_____
Traffic Control?	_____	_____
Ride-Along Program?	_____	_____
Auxiliary Officers?	_____	_____
4. Frequency of policies reviewed by officers/deputies?		
5. Firearms qualifications maintained?	_____	_____
6. Ongoing officer training?	_____	_____
7. Officer/Deputy Physical Fitness Program?	_____	_____

Additional Comments:

CONTRACTORS: _____

	Yes	No
1. Certificates of Insurance required?		
Limits required:	_____	_____
2. Certificates reviewed on long term projects?	_____	_____
3. Hold Harmless Agreements used?	_____	_____



CONTRACTORS: (continued)

- | | Yes | No |
|--|-------|-------|
| 4. Is the locality named as an additional insured on the contractors policy? | _____ | _____ |
| 5. Obtain a copy of a sample contract with a contractor. | _____ | _____ |

Additional Comments:

BUILDING & GROUNDS MAINTENANCE:

- | | Yes | No |
|--|-------|-------|
| 1. Traffic control and barricade provisions used during school construction? | _____ | _____ |
| 2. Street/sidewalk/parking lot/sign inspection procedures? | _____ | _____ |
| Frequency: | | |
| 3. Building inspection procedures? | _____ | _____ |
| Frequency: | | |
| 4. Vacant building inspections conducted? | _____ | _____ |
| Frequency: | | |
| 5. Use of "Miss Utility" prior to digging operations? | _____ | _____ |
| 6. Any demolition work conducted? | _____ | _____ |
| 7. Work conducted on Railroad right of ways? | _____ | _____ |
| What type of work is being done? | | |
| 8. Tree trimming/maintenance conducted? | _____ | _____ |
| 9. Tree removal? | _____ | _____ |
| 10. Snow removal? | _____ | _____ |
| 11. Grass cutting? | _____ | _____ |
| Is area surveyed for hazardous objects? | | |

Additional Comments:

