



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER S.J. Frerichs & Son Insurance 28 West 10th Street P.O. Box 110 Tracy CA 95378		CONTACT NAME: Mindy Bogetti PHONE (A/C, No, Ext): (209) 835-1764 FAX (A/C, No): (209) 835-4514 E-MAIL ADDRESS: mindy@frerichsins.com	
INSURED Mizuno Farms Inc 29050 S. Ahern Rd Tracy CA 95304-8870		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Agribusiness INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 28223	

COVERAGES**CERTIFICATE NUMBER:** CL2412303672**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		FPK FA017821220617	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCLR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FPK CU017821220617	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Manteca, its officers, officials, employees, agents and volunteers are named as additional insured as respects to insured location #3 - 328 acres 2 miles N/W McMullen and Hayes Road, Manteca CA 95336.
This policy shall be primary and non-contributory.

See endorsement form FL703 11 01 21/Limited Farm Pollution Liability Coverage Endorsement, which is attached to the policy as additional coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Manteca
2450 W. Yosemite Avenue

Manteca

CA 95337

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

LIMITED FARM POLLUTION LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

SCHEDULE

Coverages	Limit of Insurance	Deductible	Premium
PART 1 – CHEMICAL APPLICATION, STORAGE, AND NON-AUTO TRANSPORTATION LIABILITY	\$1,000,000 OCCURRENCE	\$0	\$182.00
	\$2,000,000 AGGREGATE		
PART 2 – LIMITED FARM POLLUTION LIABILITY	No Coverage OCCURRENCE		
	No Coverage AGGREGATE		
PART 3 – FARM ENVIRONMENTAL DAMAGE CLEAN UP	\$50,000 INCIDENT	\$0	\$31.00
TOTAL ENDORSEMENT COVERAGE AGGREGATE	\$2,000,000 AGGREGATE		\$213.00
(SUBJECT TO POLICY AGGREGATE)			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. COVERAGE

PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE

1. OPERATION OF THE ENDORSEMENT

This endorsement provides a limited exception to Exclusion i. **Pollution**, under 2. **EXCLUSIONS**, of Section A. **COVERAGES**, **COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**. This endorsement provides limited coverage only for a "covered farm chemical application incident" as defined under **PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE** described in the Schedule of this endorsement.

2. LIMITED FARM CHEMICAL APPLICATION COVERAGE

Under Section A. **COVERAGES**, **COVERAGE H – BODILY INJURY AND**

PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS, Exclusion i. **Pollution**, Paragraph 1) are amended to add the following:

Paragraph 1) of this exclusion does NOT apply to "bodily injury" or "property damage" that arises out of and is the direct result of a "covered farm chemical application incident".

3. EXCLUSIONS

A "covered farm chemical application incident" does NOT include:

- "Property damage", or any other injury or damage, to any farm products or crops you, or someone on your behalf, grows, handles, processes, stores, sells, distributes, transports, or uses, anywhere, at any time, under any circumstances;
- "Bodily injury", "Property damage", or any other injury or damage, that arises out of or is a result of the storage,

transport, use, presence or existence anywhere, at any time, under any circumstances, of any **"agricultural chemicals, liquids or gases"** not governmentally approved for current use, or which are no longer fit for the original purposes or uses for which they were intended;

- c. **"Bodily injury" or "Property damage"** that arises out of or is the direct result of the accidental discharge, dispersal, seepage, migration, release or escape of waste **"pollutants"** stored in a container of any kind including lagoons or other permanent storage facilities at or from any premises that you own, lease or rent and to which this Coverage Form applies;
 - d. **"Bodily injury", "Property damage",** or any other injury or damage, sustained or claimed by any person or organization, which arises out of or is a result of, or is in any way connected with, such person's or organization's work for, contract or agreement with, or participation in providing or performing services or operations for or on behalf of, any insured, involving the application, storage transport, spraying, handling, or other use of any kind, of any **"agricultural chemicals, liquids or gases"**; or
 - e. **"Bodily injury", "Property damage",** or any other injury or damage excluded by any exclusion in Section A.
- COVERAGES, 2. EXCLUSIONS of COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** other than as specifically excepted by this endorsement.

4. LIMITS OF INSURANCE

With respect to **"bodily injury" or "property damage"** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **"pollutants"**:

- a. Subject to the each Occurrence Limit described in the Schedule and included under paragraph 2. of Section D. **LIMITS OF INSURANCE**, the **PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE** Occurrence Limit described in the Schedule of this endorsement is the most we will pay for the sum of:
 - 1) Damages under Coverage H; and

- 2) Medical expenses under Coverage J for any one "occurrence".

- b. The following is added to Section D. **LIMITS OF INSURANCE:**

The **PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE** Aggregate Limit described in the Schedule of this endorsement is the most we will pay for the sum of:

- 1) Damages under Coverage H; and
- 2) Medical expenses under Coverage J; regardless of the number of insured's, claims made or **"suits"** brought, or persons or organizations making claims or bringing **"suits"**.

- c. Paragraph 3. of Section D. **LIMITS OF INSURANCE** is replaced by the following:

Subject to the **PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE** Aggregate Limit, the Medical Payments Limit described in the Schedule is the most we will pay under Coverage J for all medical expenses because of **"bodily injury"** sustained by any one person.

- d. Under no circumstances shall the Limit of Insurance under this endorsement be used to cover accidents which happen outside this policy period.
- e. Deductible for **PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE**

When a deductible amount is stated for this coverage in the Schedule of Limits of Insurance, the following applies:

- 1) Our obligation to pay **PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE** on your behalf applies only to the amount in excess of any deductible amount described in the Schedule of this endorsement. The deductible amount applies to each occurrence regardless of the number of:
 - a) Claims made or **"suits"** brought;

- b) Persons or organizations making claims or bringing "suits"; or
- c) Governmental actions taken with respect to **PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE**.

The Aggregate Limit of Insurance described in the Schedule of this endorsement for **PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE** shall not be reduced by the application of the deductible amount.

- 2) We may, or will if required by law, pay any part or the entire deductible amount to effect settlement of any claim or "suit" or governmental action, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount paid by us.

5. OPTIONAL AWAY FROM PREMISES COVERAGE

When Away From Premises Coverage is indicated "Yes" under **PART 1 - CHEMICAL APPLICATION, STORAGE, AND NON-"AUTO" TRANSPORTATION LIABILITY COVERAGE** described in the Schedule of this endorsement, the definition for "Covered farm chemical application incident" is deleted and replaced with the following:

- a. "Covered farm chemical application incident", except as further limited in Part 1, Section 2, **LIMITED FARM CHEMICAL APPLICATION COVERAGE** of this endorsement above means the following:

"Bodily injury" or "property damage" that arises out of and is the direct result of the accidental discharge, dispersal, seepage, migration, release or escape of "pollutants" during a lawful and proper application of farm chemicals governmentally approved for application on, at, or from any premises to which this Coverage Form applies:

- 1) to crop ground by some means other than the use of an aircraft; or

- 2) by spraying immediately in and around your "residence premises", farm buildings, outbuildings or other farm structures provided that such spraying is:
 - a) For the purpose of killing, repelling or controlling pests, rodents or insects; or
 - b) For the purpose of killing or controlling weeds.
- 3) that are stored, other than in an underground storage tank or underground storage container of any kind, in a lawful manner; or
- 4) while being transported in other than an "auto" by you or your employees.

PART 2 - LIMITED FARM POLLUTION LIABILITY COVERAGE

1. OPERATION OF THE ENDORSEMENT

This endorsement provides limited pollution coverage through the deletion and replacement of the pollution exclusion. when:

- a. the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences at a specific time on specific date during the policy period, and
- b. the entire discharge, dispersal, seepage, migration, release or escape of "pollutants" takes place within a period no greater than seventy-two (72) hours; and
- c. the discharge, dispersal, seepage, migration, release, or escape of "pollutants" is both unexpected and unintended from the standpoint of the insured,

Section A. **COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS**, Exclusion i. **Pollution**, is deleted and replaced with the following with respects to **PART 2 – LIMITED FARM POLLUTION LIABILITY COVERAGE** of this endorsement:

i. **Pollution**

- 1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - a) At or from a storage tank, other container, duct or piping;

- i) Which is below or partially below the surface of the ground or water; or
- ii) Which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means;

if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **"pollutants"** arises at or from any premises, site or location:

- i) Which is or was at any time owned or occupied by, or rented or loaned to, any insured; or
- ii) On or at which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the **"pollutants"** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor;

Subparagraph a) does not apply to **"bodily injury"** or **"property damage"** arising out of heat, smoke or fumes from a **"hostile fire"**.

- b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- c) Which are, or were at any time, transported, handled, stored, treated or otherwise disposed of or processed as waste, by or for any insured or any person or organization for whom you may be legally responsible;
- d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly on any insured's behalf are performing operations

if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **"pollutants"**.

- 2) **"Bodily injury"** or **"property damage"** arising out of **"pollutants"** actually or allegedly released, discharged or dispersed from an aircraft.

- 3) Any loss, cost or expense arising out of any:

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

2. LIMIT OF INSURANCE

With respect to **"bodily injury"** or **"property damage"** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **"pollutants"** that commences at a specific time on specific date during the policy period, and for which, the entire discharge, dispersal, seepage, migration, release or escape of **"pollutants"** takes place within a period no greater than seventy-two (72) hours and is both unexpected and unintended from the standpoint of the insured:

- a. Subject to the each Occurrence Limit described in the Schedule and included under paragraph 2. of Section D. **LIMITS OF INSURANCE**, the **PART 2. - LIMITED FARM CHEMICAL APPLICATION COVERAGE** Occurrence Limit described in the Schedule of this endorsement is the most we will pay for the sum of:

- 1) Damages under Coverage H; and
- 2) Medical expenses under Coverage J for any one **"occurrence"**.

- b. The following is added to Section D.
LIMITS OF INSURANCE:
 The **PART 2 - LIMITED FARM POLLUTION LIABILITY COVERAGE** Aggregate Limit described in the Schedule of this endorsement is the most we will pay for the sum of:

- 1) Damages under Coverage H; and
- 2) Medical expenses under Coverage J; regardless of the number of insured's, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".

- c. Paragraph 3. of Section D. **LIMITS OF INSURANCE** is replaced by the following:

Subject to the **PART 2 - LIMITED FARM POLLUTION LIABILITY COVERAGE** Aggregate Limit, the Medical Payments Limit described in the Schedule is the most we will pay under Coverage J for all medical expenses because of "**bodily injury**" sustained by any one person.

- d. Under no circumstances shall the Limit of Insurance under this endorsement be used to cover accidents which happen outside this policy period.

- e. **Deductible For Limited Farm Pollution Liability Coverage**

When a deductible amount is stated for this coverage described in the Schedule of this endorsement, the following applies:

- 1) Our obligation to pay **LIMITED FARM POLLUTION LIABILITY COVERAGE** on your behalf applies only to the amount in excess of any deductible amount described in the Schedule. The deductible amount applies to each occurrence regardless of the number of:
 - a) Claims made or "**suits**" brought;
 - b) Persons or organizations making claims or bringing "**suits**"; or
 - c) Governmental actions taken with respect to **LIMITED FARM POLLUTION LIABILITY COVERAGE**.

The Aggregate Limit of Insurance for **LIMITED FARM POLLUTION LIABILITY COVERAGE** shall not be reduced by the application of the deductible amount.

- 2) We may, or will if required by law, pay any part or the entire deductible amount to effect settlement of any claim or "**suit**" or governmental action, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount paid by us.

3. **OPTIONAL WASTE COVERAGE**

This optional coverage is only applicable when Waste Coverage is indicated "Yes"

PART 2 - LIMITED FARM POLLUTION LIABILITY COVERAGE described in the Schedule of this endorsement. This includes the revised definition of "**pollutants**" under C. **DEFINITIONS**.

- a. When limits are shown on the Schedule of Limits of Insurance, Part 2

OPERATION OF THE ENDORSEMENT

- i. **Pollution 1)** a) is deleted and replaced with the following:

- a) At or from a storage tank, other container, duct or piping, other than such equipment used exclusively for the movement or temporary storage of manure:

- i) Which is below or partially below the surface of the ground or water; or
- ii) Which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means;

if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "**pollutants**" arises at or from any premises, site or location:

- i) Which is or was at any time owned or occupied by, or rented or loaned to, any insured; or
- ii) On or at which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "**pollutants**" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor;

Subparagraph a) does not apply to **"bodily injury"** or **"property damage"** arising out of heat, smoke or fumes from a **"hostile fire"**.

- b. Subject to the each Occurrence Limit described in the Schedule and included under paragraph 2. of Section D. **LIMITS OF INSURANCE**, the **PART 2 - LIMITED FARM POLLUTION LIABILITY COVERAGE** Occurrence Limit described in the Schedule of this endorsement is the most we will pay for the sum of:
 - 1) Damages under Coverage H; and
 - 2) Medical expenses under Coverage J for any one **"occurrence"**.
- c. The following is added to Section D. **LIMITS OF INSURANCE**:
 The **PART 2 - LIMITED FARM POLLUTION LIABILITY COVERAGE** Aggregate Limit described in the Schedule of this endorsement the most we will pay for the sum of:
 - 1) Damages under Coverage H; and
 - 2) Medical expenses under Coverage J; regardless of the number of insured's, claims made or **"suits"** brought, or persons or organizations making claims or bringing **"suits"**.
- d. Paragraph 3. of Section D. **LIMITS OF INSURANCE** is replaced by the following:
 Subject to the **PART 2 - LIMITED FARM POLLUTION LIABILITY COVERAGE** Aggregate Limit, the Medical Payments Limit described in the Schedule is the most we will pay under Coverage J for all medical expenses because of **"bodily injury"** sustained by any one person.
- e. Under no circumstances shall the Limit of Insurance under this endorsement be used to cover accidents which happen outside this policy period.
- f. **Deductible For Limited Farm Pollution Liability Coverage Waste Coverage**
 When a deductible amount is stated for **PART 2 - LIMITED FARM POLLUTION LIABILITY** described in the Schedule of this endorsement, the following applies:
 - 1) Our obligation to pay Limited Farm Pollution Liability Coverage Waste Coverage on your behalf applies only to the amount in excess of any deductible amount described in the

Schedule of this endorsement. The deductible amount applies to each occurrence regardless of the number of:

- a) Claims made or **"suits"** brought;
- b) Persons or organizations making claims or bringing **"suits"**; or
- c) Governmental actions taken with respect to Limited Farm Pollution Liability Coverage.

The Aggregate Limit of Insurance for **PART 2 - LIMITED FARM POLLUTION LIABILITY COVERAGE** shall not be reduced by the application of the deductible amount.

- 2) We may, or will if required by law, pay any part or the entire deductible amount to effect settlement of any claim or **"suit"** or governmental action, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount paid by us.

PART 3 - FARM ENVIRONMENTAL DAMAGE CLEAN UP COVERAGE

1. OPERATION OF THE ENDORSEMENT

This endorsement provides a limited exception to Exclusion i. **Pollution**, under 2. **EXCLUSIONS**, of Section A. **COVERAGES**, **COVERAGE H - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for **FARM ENVIRONMENTAL DAMAGE CLEAN-UP COST COVERAGE** as described and limited by **PART 3 - FARM ENVIRONMENTAL DAMAGE CLEAN UP COVERAGE** of this endorsement.

2. FARM ENVIRONMENTAL DAMAGE CLEAN-UP COST COVERAGE

- a. We will pay for **"clean-up costs"** that the insured becomes legally obligated to pay for because of **"environmental damage"** to which this coverage applies. We have the right but not the duty to investigate, settle, contest or appeal, at our expense, any obligation asserted against an insured to pay **"clean-up costs"**. But the amount we will pay for such **"clean-up costs"** is limited as described below in 4. **AGGREGATE LIMIT OF INSURANCE** for **FARM ENVIRONMENTAL DAMAGE CLEAN-UP COST COVERAGE**.

- b. This insurance applies to "environmental damage" only if:

- 1) The "environmental damage" is caused by the sudden and abrupt discharge, release or escape of "agricultural chemicals, liquids or gases" or waste in an "incident".

For purposes of this **PART 3 – FARM ENVIRONMENTAL DAMAGE CLEAN UP COVERAGE** Section only, "waste" includes materials to be recycled, reconditioned or reclaimed and livestock, poultry or other animal excrement.

- 2) The "incident" occurs during the policy period.
- 3) The "incident" occurs off the "insured location".
- 4) The "incident" was not as a result of a deliberate or intentional act by the insured.
- 5) The insured's obligation to pay "clean-up costs" because of the "environmental damage" is asserted under the statutory authority of the government of the United States of America and/or any governmental subdivisions of the United States.
- c. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph 1. **Supplementary Payments**, of Section B. **ADDITIONAL COVERAGES** in the **FARM LIABILITY COVERAGE FORM**.

3. EXCLUSIONS

FARM ENVIRONMENTAL DAMAGE CLEAN-UP COST COVERAGE does not apply to:

- a. "Environmental damage" expected or intended from the standpoint of the insured.
- b. "Environmental damage" for which the insured is obligated to pay as a result of an assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- c. "Environmental damage" arising out of an "incident" that occurred on any "insured location".

- d. "Environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned and operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

- e. "Environmental damage" arising out of an "incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

- 1) The insured, or
- 2) You or any of your members, partners or executive officers.

4. AGGREGATE LIMIT OF INSURANCE for FARM ENVIRONMENTAL DAMAGE CLEAN-UP COST COVERAGE

- a. Our total liability **FARM ENVIRONMENTAL DAMAGE CLEAN-UP COST COVERAGE** is the stated "Incident" Limit of Insurance described in the Schedule of this endorsement.
- b. The stated "Incident" Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period described in the Schedule, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the "Incident" Limit of Insurance.
- c. Therefore, the stated "Incident" Limit of Insurance is the most we will pay for the applicable periods of time as described in 2. above, regardless of the number of:
- 1) "Incidents";
- 2) Insured's;
- 3) Claims made or "suits" brought;
- 4) Persons or organizations making claims or bringing "suits"; or
- 5) Governmental actions taken with respect to "clean-up costs".

5. DEDUCTIBLE for FARM ENVIRONMENTAL DAMAGE CLEAN-UP COST COVERAGE

When a deductible amount is described in the Schedule of this endorsement, the following applies:

- a. Our obligation to pay "**clean-up costs**" on your behalf applies only to the amount of "**clean-up costs**" in excess of any deductible amount described in the Schedule. The deductible amount applies to each "**incident**" of "**environmental damage**" regardless of the number of:
 - 1) Claims made or "**suits**" brought;
 - 2) Persons or organizations making claims or bringing "**suits**"; or
 - 3) Governmental actions taken with respect to "**clean-up costs**".

The "**Incident**" Limit of Insurance for **FARM ENVIRONMENTAL DAMAGE CLEAN-UP COST COVERAGE** shall not be reduced by the application of the deductible amount.

- b. We may, or will if required by law, pay any part or the entire deductible amount to effect settlement of any claim or "**suit**" or governmental action, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount paid by us.

6. Section E. FARM LIABILITY GENERAL CONDITIONS of the Farm Liability Coverage Form apply to this FARM ENVIRONMENTAL DAMAGE CLEAN-UP COST COVERAGE.

7. Words and phrases that appear in quotation marks in this endorsement have meaning as defined in Section F. **DEFINITIONS** of the Farm Liability Coverage Form, unless otherwise defined in this endorsement.

B. SCHEDULE OF LIMITS OF INSURANCE

1. "No Coverage" shown for any Occurrence, Aggregate, or "**Incident**" Limit described in the Schedule of this endorsement for Coverage Part 1, Part 2, or Part 3 indicates that coverage was specifically declined and intended not to be included by you.
2. The limit shown under **TOTAL ENDORSEMENT COVERAGE AGGREGATE** described in the Schedule of this endorsement is the most we will pay for the combined sums of:
 - a. Damages under Coverage H; and

- b. Medical expenses under Coverage J; regardless of the number of "**incidents**", insured's, claims made or "**suits**" brought, or persons or organizations making claims or bringing "**suits**" under Part 1, Part 2, or Part 3 of this endorsement.

3. If there is applicable coverage under more than one coverage Part in this endorsement, any recovery for damages may equal but not exceed the highest applicable limit for any one coverage Part in this endorsement to which coverage applies. Limits under two or more coverage Parts may not be combined.

C. DEFINITIONS

1. "**Covered farm chemical application incident**", except as further limited in Part 1, Section 2. **LIMITED FARM CHEMICAL APPLICATION COVERAGE** of this endorsement above means the following:

"**Bodily injury**" or "**property damage**" that arises out of and is the direct result of the accidental discharge, dispersal, seepage, migration, release or escape of "**pollutants**" during a lawful and proper application of farm chemicals governmentally approved for application on, at, or from any premises that you own, lease or rent and to which this Coverage Form applies:

- a. to crop ground by some means other than the use of an aircraft; or
- b. by spraying immediately in and around your "**residence premises**", farm buildings, outbuildings or other farm structures provided that such spraying is:
 - 1) For the purpose of killing, repelling or controlling pests, rodents or insects; or
 - 2) For the purpose of killing or controlling weeds.
- c. that are stored, other than in an underground storage tank or underground storage container of any kind, in a lawful manner; or
- d. while being transported in other than an "**auto**" by you or your employees.

2. "**Agricultural chemicals, liquids or gases**" means pesticides, herbicides, insecticides, poisons, fertilizers, plant nutrients and similar chemical compounds used to increase the yield of farm products or crops, to kill, repel or control pests, rodents or insects, or to kill or control weeds; and petroleum products used to operate farm machinery and vehicles.

It does not include waste or animal byproducts being transported or stored for disposal, recycling, reconditioning or reclaiming.

3. **"Clean-up costs"** means expenses for the removal, clean-up or neutralization of **"agricultural chemicals, liquids or gases"**.
4. **"Environmental damage"** means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of **"agricultural chemicals, liquids or gases"**.
5. **"Incident"** means a sudden and abrupt release or escape of **"agricultural chemicals, liquids or gases"** into or upon land, the atmosphere, or any watercourse or body of water, provided that such discharge, release, or escape results in **"environmental damage"**. The entirety of any such discharge,

release, or escape shall be deemed to be one **"incident"**.

6. **"Pollutants"** – This **"Pollutants"** definition is only applicable to Part 2 of this Coverage Form ONLY when the optional "Waste Coverage" box described in the Schedule of this endorsement indicates a "Yes".

"Pollutants" under Section F. of the Farm Liability Coverage Form is amended to include manure from livestock, poultry or other animals, generated or used in the normal course of the insured's **"farming"** operations. Waste, as described in the **"Pollutants"** definition, does not include manure from livestock, poultry or other animals, generated or used in the normal course of the insured's **"farming"** operations.

All terms and conditions of this policy apply unless modified by this endorsement.