

Sauk County Aging & Disability Resource Center Agreement

THIS AGREEMENT is entered into this ____ day of December, 2022, by and between Mazo Catering, (hereinafter referred to as "Provider"), with a principal place of business located at 313 Scott Street, Mazomanie, WI 53560 and the Sauk County Aging & Disability Resource (hereinafter referred to as "ADRC") with its principal place of business located at 505 Broadway, Baraboo, WI 53913.

WHEREAS, the ADRC is interested in providing Nutrition Program meals to Sauk County consumers: and

WHEREAS, the ADRC has determined that the Provider has the requisite expertise and background to provide this type of service; and

NOW THEREFORE, in consideration of the mutual undertakings and the agreements contained herein, the ADRC and the Provider agree as follows:

1. Term of this contract will be January 1, 2023 through December 31, 2023. Contracts will be no longer than one year with options for annual renewal of the Contract not to exceed four additional years. Price of meals not to exceed a 2% increase without going out for bid. This agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to Provider or ADRC.
2. Provider agrees to provide meals as set forth in the Meal Component Specifications for Older Americans Act Program (see attached).
3. Provider will be paid the following price per meal by the ADRC. This price not to exceed a 2% increase after the first year's contract without going out for bid.
Baraboo Dining Site: \$5.20
Lake Delton Dining Site: \$5.30
Reedsburg Dining Site: \$5.30
Sauk Prairie Dining Site: \$5.10
4. Meal will be distributed from Provider's location, Mazo Catering, 313 Scott St, Mazomanie, WI 53560.
5. Meals will be provided Monday thru Friday. Meals will be the lunch meal.
6. Menus will be planned monthly by the Provider and sent to the ADRC no later than the fifteenth of the month prior. The menus will be subject to approval by the Program Dietician. The ADRC may withhold payment for meals not meeting Prescribed requirements.
7. The ADRC shall provide the Provider a list of all observed County holidays for the year, which would relate to sites being closed.
8. The ADRC shall reimburse Provider for all meals ordered. The Provider shall submit an invoice monthly to the ADRC. The invoice should be submitted to:

Sauk County ADRC
Attn: Staci Dankert
505 Broadway
Baraboo, WI 53913
staci.dankert@saukcountywi.gov

9. The Provider must notify the ADRC's representative on or before 7:00am in the case of unforeseen conditions that are not within the control of the Provider, such as food shortage or natural disaster, which would require the Provider to cancel meals for that day. Likewise, the ADRC agrees to notify the Provider of any cancellation when the cause is beyond the control of the ADRC, such as weather conditions.
10. Food temperatures at the time of service, transportation and at the time of delivery must be no less than **140°F for hot foods—no more than 41°F for cold foods.**
11. It is understood and intended and agreed that this Agreement shall not be construed to create an employer/employee relationship between the ADRC and the Provider. Provider is providing services under this agreement as an independent contractor.
12. During the term of this Contract, Provider shall, at Provider's sole cost, maintain the following insurance:

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.

Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance shall name the County as an additional insured on the policy, and shall require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate shall be provided anytime a change is made to any policy which affects any requirement under this contract.

The parties intend that neither the insurance requirements, the insurance limits required herein, nor any other part of this section be deemed to limit any liability of ADRC.

13. The Provider who enters into a contract with the ADRC shall maintain for a period of three (3) years after final payments are made by the ADRC any and all books, documents, papers and records of the Contract directly pertinent to the Contract. If an audit, litigation, or other action involving the end of the three (3) year period, the books, documents, papers or records must be retained until all issues arising out of the actions are resolved or until the end of the three (3) year period, whichever is later. For the


purpose of making an audit, examination, excerpts, and transcriptions, the United States Department of Health and Human Services, the Comptroller General of the United States, the Wisconsin State Office on Aging, the County, or any of their duly authorized representatives, shall have access to the above-mentioned books, documents, papers and records.

14. The ADRC reserves the right to:
 - (a) Inspect the equipment, operations and premises of the Provider unannounced at any time during the contract period.
 - (b) Inspect food to be provided to determine compliance with the specifications and to reject food not meeting such specifications.
 - (c) Receive copies of Food Service Establishment Inspection Reports conducted by the Health Department annually.
15. The ADRC agrees to hold harmless, indemnify and defend Provider from and against any and all claims, losses, demands, damages, fees, or charges of liability, arising solely out of the negligence or willful misconduct of the ADRC. Provider agrees to hold harmless, indemnify and defend the ADRC from and against any and all claims, losses, demands, damages, fees, or charges of liability, arising solely out of the negligence or willful misconduct of Provider.
16. To the extent authorized by Wisconsin law and subject to the limitations of 893.80 and §895.46, Wis. Stats., each party agrees that it shall be responsible for any loss or expense (including costs and attorneys fees) arising from or incidental to the act or omission of its respective officers, officials, agents, or employees in performing work under this agreement.
17. The ADRC and Provider agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed by both parties in the same manner as for this agreement.
18. It is understood and agreed that the entire agreement of the ADRC and Provider is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**SAUK COUNTY AGING & DISABILITY
RESOURCE CENTER**

By:



Brent Miller, Sauk County Administrator
Sauk County

Date: 12/15/2022

PROVIDER

By:



Chris Kettner
Mazo Catering

Date: 12-13-2022

1 of 2 Pages
ATT: meagan

MAZO CATERING

MAZOMANIE, WISCONSIN 53560

CHRIS KETTNER (608) 228-7476



Safeco Insurance
A Liberty Mutual Company

POLICY NUMBER: X6103284

AUTOMOBILE POLICY DECLARATIONS

NAMED INSURED:
CHRIS KETTNER
313 SCOTT ST
MAZOMANI E W 53560-9550

RENEWAL

POLICY PERIOD FROM: DEC. 22 2022
TO: DEC. 22 2023

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
HELMSMAN INSURANCE AGENCY
PO BOX 704000
SALT LAKE CITY UT 84170-4000

AGENT TELEPHONE:
1-800-578-6701

RATED DRIVERS	CHRIS KETTNER, PAULA M KRAUSE
2019 DODGE LOSS PAYEE	GRAND CARAVAN SE 4 DOOR VAN VERI DI EN CREDIT UNION INSURANCE SERVICE CENTER ID# 2C4RDGBG5KR807346
2014 DODGE LOSS PAYEE	GRAND CARAVAN SE 4 DOOR VAN MARINER FINANCE LLC ID# 2C4RDGBG2ER237861

Insurance is afforded only for the coverages for which limits of liability or
premium charges are indicated.

COVERAGES	2019 DODGE LIMITS	PREMIUMS	2014 DODGE LIMITS	PREMIUMS
LIABILITY: BODILY INJURY	\$250,000 Each Person \$500,000 Each Occurrence	\$ 322.30	\$250,000 Each Person \$500,000 Each Occurrence	\$ 384.10
PROPERTY DAMAGE	\$100,000 Each Occurrence	177.40	\$100,000 Each Occurrence	211.70
MEDICAL PAYMENTS		REJECTED		REJECTED
UNINSURED MOTORISTS: BODILY INJURY	\$25,000 Each Person \$50,000 Each Accident	17.50	\$25,000 Each Person \$50,000 Each Accident	19.50
UNDERINSURED MOTORISTS: BODILY INJURY	\$50,000 Each Person \$100,000 Each Accident	30.90	\$50,000 Each Person \$100,000 Each Accident	34.40
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible	229.20	Actual Cash Value Less \$500 Deductible	176.80
COLLISION	Actual Cash Value Less \$500 Deductible	302.90	Actual Cash Value Less \$500 Deductible	243.70
	TOTAL	\$ 1,080.20	TOTAL	\$ 1,070.20

TOTAL EACH VEHICLE: 2019 DODGE \$ 1,080.20
2014 DODGE 1,070.20

PREMIUM SUMMARY
VEHICLE COVERAGES
DISCOUNTS & SAFECO SAFETY REWARDS

You saved \$894.20

PREMIUM
\$ 2,150.40
Included

- CONTINUED -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12-06-2022

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
Berkshire Hathaway Direct Insurance Company
1314 Douglas Street
Omaha NE, 68102

CONTACT
NAME:
PHONE 800-587-4465 FAX 800-589-7316
(A/C, No, Ext): (A/C, No):
E-MAIL:
ADDRESS: service@threeinsurance.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Berkshire Hathaway Direct Insurance Company NAIC # 10391
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Christopher E Kellner dba Mazo Catering
18 Broadhead St
Mazomanie, WI 53560-9344

COVERAGES

CERTIFICATE NUMBER:

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	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: A AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY X UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below A ERRORS & OMISSIONS CYBER			CP140191604P2023	01/01/2023	01/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one (yr \$500)) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS \$ SET GENERAL AGGREGATE COMPOSP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED AND NON-OWNED \$2,000,000/5,000,000 EACH OCCURRENCE \$ AGGREGATE \$ \$ X PER STATUTE X OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000 Per Occur/Aggregate \$7,000,000 / 5,000,000 Per Occur/Aggregate \$2,800,000 / 5,000,000

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

Excluded from Workers Compensation
Christopher Kellner - Excluded

CERTIFICATE HOLDER

Christopher E Kellner dba Mazo Catering
18 Broadhead St
Mazomanie, WI 53560

CANCELLATION

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

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

ACORDs provided by Forms Boss. www.FormsBoss.com; (c) Impressive Publishing 800-208-1977

Margaret Allen @ Sauk County WI.gov



3 Page Policy Insurance Summary Page

Policy Number: CP140191604P2023 **Policy Period:** 01/01/2023 to 01/01/2024 @12:01AM
This Policy Issued By: Berkshire Hathaway Direct Insurance Company. A Nebraska Stock Insurance Company.

Named Insured (Your Business):

Christopher E Kettner dba Mazo Catering
18 Brodhead St
Mazomanie, WI, 53560-9344

Phone: 608-228-7476

Email: Chriskettner1@gmail.com

What's insured & for how much:

The table below shows the insured buildings, and the Deductible and Limit for each Coverage. We will pay up to the Limit after a loss is more than the Deductible. If your business has more than one loss, it must pay a separate Deductible for each loss. We will pay up to the Limit for each loss, except for Business Liability, where there is a Maximum Limit. After we have paid the Maximum Limit, we will no longer pay any amounts for Business Liability under this policy.

COVERAGE FOR	LIMIT	DEDUCTIBLE
Business Liability	\$2,000,000 per occurrence, \$5,000,000 Maximum	No deductible
Business Interruption (Net Income)	Up to 1 year, \$90,000	3 day waiting period
Cyber Incident Response	\$500,000	No deductible
Workers' Compensation	As required by law	None
All Other Property	\$40,000	\$1,000

Estimated Premium: \$2,363 (Not Including Endorsements)

Cancellation: Your business may cancel for any reason by written request for a future cancellation date. We may only cancel as allowed by WI law. We will send a notice, at least 45 days before cancellation, to the address above. The notice will explain the cancellation and the effective date. After cancellation, the premium will be adjusted proportionately based on the time the policy was in effect.

Policy Forms & Endorsements:

3 Page Policy Form 3PG 00 00 - 01/21
Wisconsin Supplement 3PG WI 01 -01/21

Wisconsin Workers Compensation Forms and Information:
WC000001A0492, WC000000C0115, WC0001150120,
WC0004190101, WC000414A0119, WC000421F0822,
WC000422C0121, WC0004240117, WC480601C0401,
WC480606B0102



replaced (or until the Limit for that damaged vehicle is reached) or your business has resumed at a permanent location (or until either limit for Business Interruption has been reached).

For liability claims, we will have the right to decide how to prepare for and defend any potential claim, and to decide if a claim should be settled. The costs of defending do not count towards policy limits.

For cyber claims, we provide cyber incident response and breach coach services through our selected vendors.

If your business runs out of money (it is insolvent or in bankruptcy) or otherwise defaults after a person is injured by an occurrence, our obligation to pay will not be affected.

III. What we do not cover:

We do not cover any occurrence(s) that start or take place outside the policy period on the Summary. To be covered by any of this policy's Coverages, the damage, liability, or injury must be caused by or arise from an occurrence during the policy period on the Summary. For any claims that we do not cover, we will not provide legal counsel to defend those claims.

We do not cover any company other than those named on the Summary, and we do not provide coverage that is personal to you (or anyone) independent of your business. We do not cover damage to any building your business owns or leases that is not listed on the Summary. We do not cover damage to, or accidents involving, any vehicle owned or leased by your business that is not listed on the Summary. We do not cover any Additional Insured for any claims that are unrelated to your business. We do not cover any claims between any Named Insureds or additional Named Insureds. We do not cover any claims between your business and any Additional Insured that arises from a loss where this policy covers the Additional Insured.

We do not cover any damage to property (or Business Interruption), nor any claim made against your business, that is caused by pollution, asbestos, or a nuclear event. Pollution means damage caused by the spreading or escape or presence of any contaminant (whether it is solid, liquid or gas), including chemicals and waste. Asbestos means the presence or escape of any asbestos at all. Nuclear means nuclear reaction or radiation or radioactive contamination, however caused.

For property (including Business Interruption) claims, we do not cover, (i) lost or misplaced property, money, securities, or stock certificates; (ii) any property that is illegal or damaged during illegal transportation; (iii) land or water or things growing on or in them like crops; (iv) animals; or (v) any damage to property or losses caused by a law, ordinance, order, or other legal requirement, which includes any zoning change, shutdown order, or other government action. We also do not cover (i) ordinary wear and tear; or (ii) deterioration that happens because the property is old or not maintained properly, or (iii) equipment, machinery, or listed vehicles that stop working without being involved in an accident as these are not *occurrences*.

For liability claims, we do not cover claims (i) from damage or occurrences that were expected or intended (in other words, it was not accidental); (ii) solely arising from a contract; (iii) for warranty, or (iv) from any promise of financial performance or return.

IV. Deductibles and limits:

Except for workers' compensation, which is governed by your business' state's laws, your business will be responsible for a portion of each loss, commonly known as a deductible, and we will be

WC 48 06 06 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-02)

If we provide such notice within sixty (60) days prior to the renewal date, the new terms will not take effect until sixty (60) days after the notice is mailed or delivered, in which case, you, the policyholder, may elect to cancel the renewal policy at any time during the sixty (60) day period. The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the sixty (60) day period, the return premium or additional premium charges shall be calculated proportionally on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that;

(a) is less than 25%; or,

(b) results from a change based on your action that alters the nature and extent of the risk insured against, including, but not limited to, a change in the classifications for the business.

- * Any written agreement attached to and made a part of the policy, between the insurance carrier and policyholder that extends the cancellation or nonrenewal notification time frame, will supersede the aforementioned notification requirements found in items A.3. and B.1., respectively.

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

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

Endorsement Effective 01-01-2023

Insured

Christopher E Kettner dba Mazo Catering
Insurance Company

Berkshire Hathaway Direct Insurance Company

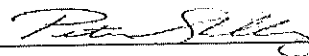
Policy No.

CP140191604P2023

Endorsement No.

Premium \$ Included

Countersigned by



WC 48 06 06 B

(Ed.1-02)

WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

The Cancellation Section (D) of the Part Six—Conditions is deleted and replaced by the following:

A. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. If you purchase replacement insurance, the cancellation becomes effective on the date the new coverage becomes effective. If no replacement coverage is purchased, the cancellation will be effective thirty (30) days after the receipt of written notice by the Wisconsin Compensation Rating Bureau.
2. We may cancel the policy for any reason if the policy has been in effect for less than sixty (60) days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:
 - a. You fail to pay all premiums when due, however, we must deliver or mail, first class, not less than thirty (30) days advance written notice stating when the cancellation is to take effect;
 - b. A material misrepresentation;
 - c. A substantial breach of the obligations, conditions or warranties under the policy; or
 - d. A substantial change in the risk we assumed under the policy, unless it was reasonable for us to foresee the change or expect the risk when we issued the policy.
3. If we cancel for any permissible reason other than nonpayment of premium, we must deliver or mail, first class, not less than *thirty (30) days notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in a notice of cancellation.

B. Nonrenewal

1. You have the right to have the insurance renewed unless we deliver or mail to you not less than *sixty (60) days advance written notice stating our intention not to renew this policy.
2. We do not have to renew the insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.
3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year, whichever is less.
4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policyholder, at least sixty (60) days prior to the renewal date. The definition of "terms" does not include manual rates, experience modification factors, or classification of risks.

WISCONSIN LAW ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

This policy is amended to reflect the following changes and/or additions to clarify or comply with Wisconsin Law:

- I. If our agent has knowledge of a change in or a violation of a policy condition, this will be considered our knowledge and will not void the policy or defeat a recovery for a claim.
- II. "Workers Compensation Law" means Chapter 102, Wisconsin Statutes. It does not include and this policy does not apply to any obligation under Chapter 40, Wisconsin Statutes, or Section 66.191, Wisconsin Statutes, or any amendment to these laws.
- III. Any language involving "Actions Against Us" is replaced and amended to provide that no legal action may be brought against us until there has been full compliance with all the terms of this policy.
- IV. If any injury occurs that may be covered by this insurance, the policy is amended to provide that you must notify us of that injury as soon as reasonably possible.

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

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

Endorsement Effective 01-01-2023

Insured

Christopher E Kettner dba Mazo Catering
Insurance Company

Berkshire Hathaway Direct Insurance
Company

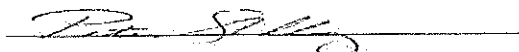
Policy No.

CP140191604P2023

Endorsement No.

Premium \$ Included

Countersigned by



AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
WI	\$657	1

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

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

Endorsement Effective 01-01-2023

Policy No.

Endorsement No.

Insured

CP140191604P2023

Premium Included

Christopher E Kettner dba Mazo Catering

Insurance Company

Countersigned by

Berkshire Hathaway Direct Insurance Company

(Ed. 1-21)

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
WI	.0200	\$3

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

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

Endorsement Effective 01-01-2023

Policy No.

Endorsement No.

Insured

CP140191604P2023

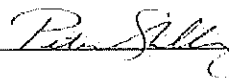
Premium Included

Christopher E Kettner dba Mazo Catering

Insurance Company

Berkshire Hathaway Direct Insurance Company

Countersigned by



TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our insured Losses that exceed our Insurer Deductible.

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement, attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses caused of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
WI	.0100	\$1

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

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

Endorsement Effective 01-01-2023

Policy No. CP140191604P2023

Endorsement No.

Insured Christopher E Kettner dba Mazo Catering

Premium: Included

Insurance Company

Countersigned by



Berkshire Hathaway Direct Insurance Company

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

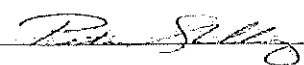
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective 01-01-2023
Insured
Christopher E Kettner dba Mazo Catering
Insurance Company
Berkshire Hathaway Direct Insurance Company

Policy No.
CP140191604P2023

Endorsement No.
Premium Included

Countersigned by 

WC 00 04 14 A
(Ed. 1-19)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

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

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

Endorsement Effective 01-01-2023

Policy No.
CP140191604P2023

Endorsement No.
Premium \$ Included

Insured

Christopher E Kettner dba Mazo Catering
Insurance Company

Berkshire Hathaway Direct Insurance Company Countersigned by



**NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2015**

This endorsement is being attached to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA), as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA 2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law, except in Pennsylvania, where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

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

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

Endorsement Effective 01-01-2023

Policy No.

Endorsement No.

Insured

CP140191604P2023

Premium: Included

Christopher E Kettner dba Mazo Catering

Insurance Company

Berkshire Hathaway Direct Insurance Company

Countersigned by



WC 00 01 15

(Ed. 1-20)

**PART SIX
CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.
- This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;

10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;

11. Fines or penalties imposed for violation of federal or state law; and

12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE**

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

INFORMATION PAGE

INSURER:
Berkshire Hathaway Direct Insurance Company

1314 Douglas Street, Suite 1400
Omaha, NE 68102

A Stock Insurance Company

POLICY NO: CP140191604P2023

PRIOR POLICY NO:

RISK ID #:

NCCI Company No:

1. The Insured:
Christopher E Kettner dba Mazo Catering
Mailing address:
18 Brodhead St

Mazomanie, WI 53560-9344

LEGAL ENTITY: Individual/Sole Proprietor

PRODUCER NAME AND ADDRESS:

PRODUCER NO.:

Other Workplaces not shown above: See Schedule of Locations

2. The policy period is from 01-01-2023 to 01-01-2024 Effective 12:01 A.M. Standard Time at the Insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: WI

- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	<u>\$2,000,000</u>	each accident
Bodily Injury by Disease	<u>\$5,000,000</u>	policy limit
Bodily Injury by Disease	<u>\$2,000,000</u>	each employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
None

- D. This policy includes these endorsements and schedules:
See Schedule of Forms

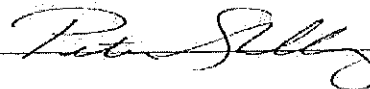
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.
See Schedule of Classifications

Deposit Premium: \$.00
Audit Period: Annual
Minimum Premium: \$ 513.00

Total Estimated Annual Premium: \$ 657.00
Assessments & Surcharges: \$.00
Expense Constant: \$ 220.00

Date: 01-01-2023

Countersigned by



COMPLAINT NOTICE

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company (listed below) or agent to resolve your problems.

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.

3 Page Policy Wisconsin Supplement

We have tried to make our policy as simple and short as possible. Because the law of insurance is set by each state, we must include some additional terms to meet the requirements of Wisconsin law. We have included this section because Wisconsin requires it.

Claims Payments: We will pay property claims promptly. Promptly means 30 days or sooner after i) your business submits valid proof of loss, or ii) we agree the amount to be paid. If this policy insures real property in a first-class city, as defined by Wisconsin law, part of our payment for fire or explosion loss may be withheld and remitted to the city if required by law.

Medical Payments: If there are any Listed Vehicles on the Summary, this policy also provides up to \$1,000 per person of Medical Payments Coverage, as required and defined by WI Stat § 632.32 (2)(am).

Uninsured and Underinsured Motorist Coverage: This policy provides Uninsured and Underinsured motorist coverage as defined by Wisconsin law. It covers individuals that are covered by the Auto (Liability) coverage. The limits and terms are those sufficient to meet the minimum requirements of Wisconsin law.

THIS TEXT REPLACES THE "WORKERS COMPENSATION" PARAGRAPH OF THE POLICY:

Workers Compensation and Employers Liability: A separate policy has been issued to your business that covers Workers Compensation and Employers Liability. This policy does not cover any claims resulting from bodily injury to your business's employees that are covered under the Workers Compensation and Employers Liability policy, and this policy does not cover any claims resulting from bodily injury to the owners or officers of your business. All references to "you" in any documents related to the Workers Compensation and Employers Liability policy shall mean "your business."

I. The coverage we provide your business under this policy:

This policy only covers your business for loss caused by occurrences during the policy period. An "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that begin during the policy period. "Occurrence" also includes an error or omission by your business. Should any part of this policy, on its effective date, conflict with the laws of the state where your business is based, then that part of this policy will be automatically amended to meet the minimum requirements of those laws.

For your business' property: We cover your business for theft of and physical damage to property your business owns or leases. As a direct result of a property loss we pay, your business may have increased operating expenses or lose net income. After the Waiting Period on the Summary, we will cover these amounts as Business Interruption until your business resumes normal operations (or until either Business Interruption limit on the Summary is reached). "Net income" means (i) net profit or loss before income taxes and (ii) continuing normal operating expenses, including payroll. Unauthorized modification of electronic data is physical damage to property.

For your business' liability to others: We cover your business for amounts it is legally required to pay others as the result of an occurrence. We will provide legal counsel to defend any such claims. Employees of your business acting on its behalf and Additional Insureds working with your business are also covered the same way your business would be. Additional Insured automatically includes any required Additional Insured in a contract made before starting work.

We also cover (i) claims of negligence, errors, or omissions in providing professional services, and (ii) claims against directors or officers of your business arising from their actions taken on behalf of your business. For these kinds of claims, if your business first learns about the claim during this policy, and previously had continuous insurance coverage that would have covered the claim, we will cover that claim even though it is not the result of an occurrence during this policy.

For Auto: We cover damage to or accidents involving vehicles on the Summary the same way we cover property and liability claims, but with the Auto limits listed on the Summary.

For Cyber: We provide your business with crisis management, data and system review and recovery services, breach notification, and credit monitoring, following a data breach or computer system hack.

Workers' compensation insurance: Every state has workers' compensation laws that provide benefits for injured employees. We cover your business for and will promptly pay amounts required by state workers' compensation law. We will pay all installments of the compensation that may be awarded or agreed upon in connection with those injuries.

II. If something goes wrong:

If your business has a property loss from an occurrence, we will pay to repair the damaged property if possible, or replace it with something of similar capabilities. We only pay for buildings or vehicles that are on the Summary, up to the Limit for each. For all other property (other than a building or a vehicle) that is damaged by an occurrence, we will pay up to the amount listed for Other Property on the Summary.

We will also pay necessary costs to keep your business going or to minimize the time it is out of business after a loss that we cover. We will pay these expenses until listed vehicles are repaired or