

COMMON TERMS AND CONDITIONS

The Public Entity Liability, Property and Automobile Physical Damage Coverage Parts are subject to the following terms and conditions.

A. GOVERNING DOCUMENT

Any discrepancies which may exist between the terms and conditions of this coverage document and the provisions of the Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool will be governed by the Intergovernmental Agreement.

B. NO WAIVER OF IMMUNITY

Nothing in this coverage document or in the **Named Member's** acceptance of this coverage document shall waive the immunity granted the **Named Member** by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, § et. Seq., as amended from time to time, nor increase the maximum monetary limits in recovery as established from time to time in the Act.

C. LIBERALIZATION CLAUSE

If the **Pool** adopts extended or broadened coverage during the coverage period, the **Members** shall have the benefit of such extended or broadening coverage as though such endorsement or substitution of form had been made.

D. CHANGES

The **Named Member** shown in Declarations is authorized on behalf of all **Members** to agree with the **Pool** on changes in the terms of this coverage document.

The terms or conditions of this coverage document shall not be waived or changed, except by an endorsement issued to form a part of this coverage document signed by the **Pool's** authorized representative.

E. EXAMINATION OF MEMBER'S BOOKS AND RECORDS

The **Pool** may examine and audit the **Named Member's** books and records as they relate to this coverage document at any time during the coverage period and up to three years afterward.

F. INSPECTIONS AND SURVEYS

The **Pool** has the right, but is not obligated to:

1. Make inspections and surveys at any time;
2. Give the **Named Member** reports on the conditions the **Pool** may find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the contributions to be charged. Such inspections are not safety inspections. The **Pool** does not undertake any duty to provide for the health or safety of any person, and does not represent or warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to the **Pool**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on the **Pool's** behalf.

G. CONTRIBUTIONS

The **Named Member** shown in the Declarations:

1. Is responsible for the payment of contributions; and
2. Will be the payee for any return contributions the **Pool** may pay.

H. TRANSFER OF MEMBER RIGHTS ANDE DUTIES UNDER THIS COVERAGE DOCUMENT

The **Member** rights and duties under this coverage document may not be transferred or assigned to others without the **Pool's** written consent.

I. CANCELLATION AND NON-RENEWAL

Cancellation and non-renewal are governed by Articles 13, 14 and 15 of the Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, as amended from time to time. The **Pool** reserves the right to retain 10% of the unearned contribution on mid-term cancellations.

If notice is mailed, proof of mailing will be sufficient proof of notice.

J. REPRESENTATIONS

By accepting this coverage document, for which a contribution has been made to the Colorado Special Districts Property and Liability Pool, the **Named Member** agrees and states:

1. The statements in the Certificate Holder's Declarations are accurate and complete;
2. The statements are based upon representations the **Named Member** made to the **Pool** in the application for coverage, and such application contains no material misrepresentations or omissions; and
3. The **Pool** has issued this Coverage Document in reliance upon the foregoing and the **Named Member's** representations.

K. DEFINITIONS FOR THIS SECTION

Named Member means the Special District, formed under the laws of the State of Colorado, named in the Certificate Holder Declaration page attached to this coverage document. **Named Member** does not include any other entity of which the **Named Member** is a member or with which the **Named Member** is otherwise associated through any contractual, financial or participatory relationship, such as any group, coalition, authority or outside tax exempt entity, or any separate entity formed pursuant to intergovernmental agreement to which the **Named Member** is a party.

Member means: (1) the **Named Member**; and (2) the **Named Member's** directors, officers, employees, and volunteers authorized to act on behalf of the **Named Member**, all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function, and includes such directors', officers' or employees' service under an intergovernmental mutual aid agreement or service as directors or officers of an outside tax exempt entity where such service is with the knowledge and consent of the **Named Member** and such service is part of their employment or duties for the **Named Member**.

Pool means Colorado Special Districts Property and Liability Pool.