

COMMON TERMS AND CONDITIONS

The Public Entity Liability, Property and Automobile Physical Damage Coverage Document, and any Endorsements thereto, are subject to the following terms and conditions:

A. **GOVERNING DOCUMENT**

Any discrepancies which may exist between these Common Terms and Conditions and the provisions of the Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool (“Pool Agreement”) will be governed by the Pool Agreement.

B. **NO WAIVER OF IMMUNITY**

Nothing in these Common Terms and Conditions or in the **Named Member’s** acceptance of the Coverage Documents to which these Common Terms and Conditions apply shall waive the immunity granted the **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 any revision that would broaden coverage, to which these Common Terms and Conditions apply, without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply.

D. **CHANGES**

The **Named Member** shown on the Declarations is authorized on behalf of all **Members** to agree with the **Pool** on changes in the terms of the Coverage Documents to which these Common Terms and Conditions apply.

These Common Terms and Conditions shall not be waived or changed, except by an Endorsement, signed by the **Pool’s** authorized representative, issued to form a part of the Coverage Document to which these Common Terms and Conditions apply.

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 the Coverage Documents to which these Common Terms and Conditions apply 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 anytime;
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, the public, or any property, and does not represent or warrant that conditions:

1. Are safe or healthful; or
2. Are in compliance with any applicable 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 on the Declarations:

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

H. **TRANSFER OF MEMBER'S RIGHTS AND DUTIES UNDER THESE COMMON TERMS AND CONDITIONS**

The **Member's** rights and duties under the Coverage Documents to which these Common Terms and Conditions apply may not be transferred or assigned to a third party, including, but not limited to, litigation finance companies, attorneys, banks, adjusters, architects, engineers, or contractors, without the **Pool's** written consent.

A **Member's** action which grants an interest in or control over a claim or loss resulting from covered damage(s) to a third party will immediately suspend the

Pool's obligation to make payment. The **Pool's** obligation to make payments shall not be restored unless and until the **Member** provides evidence to the **Pool** that any such grant of an interest in or control over such loss or claim to a third party has effectively been terminated.

I. **WITHDRAWAL, EXPULSION, AND CANCELLATION**

The withdrawal or expulsion of a **Named Member** from the **Pool** is governed by Articles 13, 14 and 15 of the Pool Agreement, as amended from time to time. Per the Pool Agreement, the **Pool** shall expel **Members** for failure to make contributions or payments due on the 60th day following the due date after the **Pool** provides 30 days' written notice. Further, after 30 days' notice, a **Member** may be expelled for failure to carry out obligations under the Pool Agreement, or for failure to maintain its membership in the Special District Association of Colorado.

In addition to any procedures or consequences from withdrawal or expulsion, the **Pool** reserves the right to retain 10% of the unearned contribution on mid-term cancellations coverage under the Coverage Documents to which these Common Terms and Conditions apply, regardless whether the cancellation was caused by the withdrawal or expulsion of the **Named Member**.

The **Pool** may provide related written notice by mail or electronic mail. Proof of mailing to the **Named Member's** physical or electronic mail address as listed on its Declarations is sufficient proof of notice.

J. **REPRESENTATIONS**

By accepting the Coverage Documents to which these Common Terms and Conditions apply and for which contributions have been made to the **Pool**, the **Named Member** agrees and states:

1. The statements on the Declarations are accurate and complete;
2. The statements on the Declarations 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 the Coverage Documents to which these Common Terms and Conditions apply 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 on the Declarations attached to the Coverage Documents to which these Common Terms and Conditions apply. **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, unless added by Endorsement.

Member means:

1. The **Named Member**; and
2. The **Named Member's** directors, officers, employees, volunteers, and interns 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.