



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110166949

A N02

COMMERCIAL LINES POLICY DECLARATION

POLICY NUMBER NSI 0957735 06

RENEWAL

INSURED NAME AND ADDRESS

JESTER PARK EQUESTRIAN CENTER  
111 COURT AVE  
DES MOINES, IA 50309

POLICY PERIOD: FROM: JULY 01, 2013 TO: JULY 01, 2014 AT  
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS  
FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY  
BE SUBJECT TO ADJUSTMENT.

PREMIUM

COMMERCIAL GENERAL LIABILITY COVERAGE

TOTAL PREMIUM:  
PAYABLE AT INCEPTION:

SEE ATTACHED SCHEDULE FOR FORMS APPLICABLE TO ALL COVERAGE PARTS

SPORTS & LEISURE PROGRAM

COUNTERSIGNED THIS 23<sup>rd</sup> DAY OF July, 2013 BY

(AUTHORIZED REPRESENTATIVE)  
ISSUED 05/14/2013

FORM NO. COMMONDEC 02/09

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West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110166949

A N02

POLICY SCHEDULE OF NAMES AND ADDRESSES

POLICY NUMBER NSI 0957735 06

RENEWAL

INSURED NAME: JESTER PARK EQUESTRIAN CENTER

LOCATIONS OR PREMISES YOU OWN, RENT OR OCCUPY

LOC/PREM 0001  
11171 NW 103RD CT  
GRANGER, POLK, IA  
50109

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West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110166949

A N02

COMMERCIAL LINES POLICY DECLARATION

POLICY NUMBER NSI 0957735 06

RENEWAL

INSURED NAME: JESTER PARK EQUESTRIAN CENTER

FORMS SCHEDULE

NUMBER		DESCRIPTION
IL0985Z	01/08	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
WB214A	03/09	MEMBERSHIP AND VOTING NOTICE
NS0327	04/09	REPORTING A NEW CLAIM
WB492	09/09	NOTICE OF PAYMENT PLAN OPTIONS
NS0345	01/10	LOSS PREVENTION DOCUMENT AND RESOURCES
NS0400	06/11	ATTENTION - FITNESS CENTER SAFETY WEBSITE
NS0399	09/11	ATTENTION - SAFETY WEBSITE

FORM NO. COFORMSINV 02/09

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**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

**Terrorism Premium (Certified Acts) \$**

**This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):**

If you have previously rejected coverage under this policy for Certified Acts of Terrorism under the Terrorism Risk Insurance Act, Coverage will remain excluded unless you request coverage within 30 days of the policy effective date.

**Additional information, if any, concerning the terrorism premium:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### **B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### **C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## MEMBERSHIP AND VOTING NOTICE

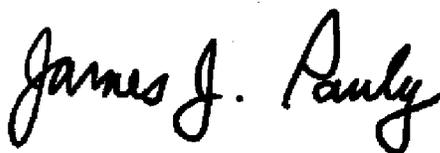
### MUTUALS – MEMBERSHIP AND VOTING NOTICE

The named insured is notified that by virtue of this policy, the named insured is a member of the West Bend Mutual Insurance Company of West Bend, Wisconsin and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office, on the second Tuesday of March commencing in 2007 and each year thereafter, at 10:00 a.m.

### MUTUALS – PARTICIPATION CLAUSE WITH CONTINGENT LIABILITY

No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.



James J. Pauly  
Secretary



Kevin A. Steiner  
President and Chief Executive Officer

West Bend Mutual Insurance Company  
1900 S. 18th Avenue  
West Bend, WI 53095  
800-236-5010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110166949

A N02

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATION

POLICY NUMBER NSI 0957735 06

RENEWAL

INSURED NAME: JESTER PARK EQUESTRIAN CENTER

AUDIT FREQUENCY: ANNUAL

THE INSURED IS NON-PROF ORGANIZATION

LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT

(OTHER THAN PRODUCTS - COMPLETED OPERATIONS) \$2,000,000

PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT \$2,000,000

EACH OCCURRENCE LIMIT \$1,000,000

MEDICAL EXPENSE LIMIT, ANY ONE PERSON EXCLUDED

DAMAGE TO PREMISES RENTED TO YOU LIMIT \$100,000

PERSONAL AND ADVERTISING INJURY LIABILITY LIMIT \$1,000,000

SEE ATTACHED SCHEDULE FOR FORMS AND ENDORSEMENTS APPLICABLE  
TO THIS COVERAGE PART

FORM NO. CGL COV 02/09

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West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110166949

A N02

COMMERCIAL GENERAL LIABILITY CLASSIFICATION SCHEDULE

POLICY NUMBER NSI 0957735 06

RENEWAL

INSURED NAME: JESTER PARK EQUESTRIAN CENTER

TOTAL PREMIUM:

COMMERCIAL GENERAL LIABILITY CLASSIFICATIONS

LOC	ST TER CODE	PREMIUM BASIS	PER	RATE	PREMIUM COV
1	IA 502 11111	IF ANY	FLAT	CHARGE	
CG2026-ADDITIONAL INSURED					
1	IA 502 40047	60 ANIMALS	1		
ANIMALS-SADDLE PRIVATE					
1	IA 502 47221	50,000 SQUARE FEET	1000		
RIDING ACADEMIES					
1	IA 502 64444	2,835 UNITS	1		
BIRTHDAY PARTIES					
1	IA 502 64444	3 UNITS	1		
WAGON RIDES - OFF PREMISES					
1	IA 502 70015	2,160 CAMPER DAYS	1		
NON-ATHLETIC CAMP (DAY ONLY)					
1	IA 502 70342	2,160 CAMPER DAYS	1		
ABUSE & MOLESTATION 100,000/100,000					

TERRORISM RISK INSURANCE ACT OF 2002

COV P IS FOR PRODUCTS-COMPLETED OPERATIONS, AND COV O IS FOR ALL OTHER HAZARDS.

FORM NO. GL SCHED 02/09

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West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110166949

A N02

POLICY NUMBER NSI 0957735 06

RENEWAL

INSURED NAME: JESTER PARK EQUESTRIAN CENTER

ADDITIONAL INTEREST

VARIOUS LOCATIONS  
POLK COUNTY CONSERVATION BOARD  
11407 NW JESTER PARK DR  
GRANGER, IA  
50109  
FORM CG2026 APPLIES  
DESIGNATED PERSON OR ORGANIZTN  
\*ADDITIONAL INSURED

VARIOUS LOCATIONS  
POLK COUNTY GOVERNMENT  
11407 NW JESTER PARK DR  
GRANGER, IA  
50109  
FORM CG2026 APPLIES  
DESIGNATED PERSON OR ORGANIZTN  
\*ADDITIONAL INSURED

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 1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110166949

A N02

GENERAL LIABILITY DECLARATION

POLICY NUMBER NSI 0957735 06

RENEWAL

INSURED NAME: JESTER PARK EQUESTRIAN CENTER

FORMS SCHEDULE

NUMBER		DESCRIPTION
CG2026	07/04	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION
CG2116	07/98	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
CG2135	10/01	EXCLUSION-COVERAGE C - MEDICAL PAYMENTS
CG2144	07/98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG2158	07/98	EXCLUSION - PROFESSIONAL VETERINARIAN SERVICES
NS0021	11/06	EXCLUSION - TRAMPOLINES
NS0044	04/99	EXCLUSION-DESIGNATED OPERATIONS
NS0076	02/08	TOTAL LIQUOR LIABILITY EXCLUSION
NS0156	07/01	EXCL-DESCRIBED HAZARDS MECHANICAL OPERATED AMUSEMENT DEV
NS0249	01/08	LIMITED PHYSICAL ABUSE & SEXUAL MOLESTATION LIAB END
NS0273	07/08	LIMITED FUNGI COVERAGE
CG2170	01/08	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL0017	11/98	COMMON POLICY CONDITIONS
NS0029	04/99	EXCLUSION-DISCRIMINATION
WB1958	07/98	EXCLUSION - LEAD LIABILITY
CG0001	12/07	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2147	12/07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
IL0276	09/08	IOWA CHANGES-CANCELLATION AND NONRENEWAL
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD)
WB660	01/09	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
WB1468	01/09	EXCLUSION-ASBESTOS OR ASBESTOS PRODUCTS
CG0068	05/09	REC AND DISTR MATERIAL OR INFO IN VIOLATION OF LAW EXCL
NS0031	06/08	EXCLUSION-DESCRIBED HAZARDS FIREWORKS

FORM NO. GLFORMSINV 02/09

ISSUED 05/14/2013

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 21 16 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION — DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

DESCRIPTION OF PROFESSIONAL SERVICES:

1. HORSE PROFESSIONALS

2.

3.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

DESCRIPTION AND LOCATION OF PREMISES OR CLASSIFICATION:

ALL LOCATIONS, OPERATIONS AND ACTIVITIES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

- 1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and**

**2. The following is added to Section I – Supplementary Payments:**

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 21 44 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

PREMISES:

PROJECT:  
OPERATION OF JESTER PARK  
EQUESTRIAN CENTER

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

### **SCHEDULE**

**DESCRIPTION OF DESIGNATED OPERATION(S):**

TRAINING A HORSE TO ACCEPT A RIDER I. E. BREAKING A HORSE, JUMPING, RACING  
AND/OR BAREBACK RIDING

**SPECIFIED LOCATION ( IF APPLICABLE):**

This insurance does not apply to "bodily injury", "property damage" or medical expenses arising out of the operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED PHYSICAL ABUSE AND SEXUAL MOLESTATION LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS POLICY

### **SCHEDULE**

PHYSICAL ABUSE AND MOLESTATION LIMIT OF INSURANCE  
\$ 100,000 EACH CLAIM  
\$ 100,000 ANNUAL AGGREGATE

#### **A Coverage**

##### **1. Insuring Agreement**

We will pay those sums the insured becomes legally obligated to pay as damages because of "physical abuse", "mental injury" or "sexual molestation" arising out of the negligent:

- (a) employment;
- (b) investigation;
- (c) supervision;
- (d) reporting to the proper authorities, or failure to so report; or
- (e) retention of any person for whom the insured is legally responsible.

##### **2. Exclusions**

This insurance does not apply to any person who:

- (a) committed or attempted to commit;
- (b) participated in;
- (c) directed;
- (d) knowingly allowed; or
- (e) failed to take action to prevent recurrence after having knowledge of

any act of "physical abuse", "mental injury" or "sexual molestation". We will defend any insured accused of such conduct until our investigation determines that the accusation is correct.

#### **B. Limits of Insurance**

The limits of insurance shown in the schedule above is the most we will pay regardless of the number of:

- 1. Insureds;
- 2. Claims submitted or suits brought; or
- 3. Persons or organizations making claims or bringing suits.

Multiple incidents of "physical abuse", "mental injury" or "sexual molestation" to one person shall be deemed to be one occurrence and shall be subject to the limits in effect at the time of the first incident even if some of such incidents take place after the expiration of the policy period.

We shall not be obligated to undertake or continue to defend any claim or suit after our limit of insurance is exhausted by payment to a court or clerk of courts.

Payment under this coverage shall be included in the General Aggregate Limit as stated in Paragraph 2 of Section III - Limits of Insurance. All other provisions of Section III - Limits of Insurance do not apply to coverage defined in this endorsement.

#### **C. Definitions**

- 1. "Sexual molestation" means any actual or alleged act, touching, or caressing or suggestion thereof which could be considered sexual and/or inappropriate.
- 2. "Mental injury" means mental anguish, emotional distress or humiliation.
- 3. "Physical abuse" means physical mistreatment, the improper or excessive touching, handling or treatment of a person including excessive force and harsh insulting language.

All other terms, conditions and exclusions remain unchanged and applicable to this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED FUNGI COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### FUNGI LIABILITY

EACH OCCURRENCE LIMIT	\$	50,000
AGGREGATE LIMIT	\$	100,000

Coverage under this endorsement is subject to the Fungi Each Occurrence and Aggregate Limits shown in the schedule. Our obligation to pay any claim or judgment, or to defend any suit, ends after these limits have been exhausted by payment of judgments or settlements, or after we have offered for settlement our limit of liability.

**A.** The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

#### 2. Exclusions

This insurance does not apply to:

- a. "Personal and advertising injury" arising out of a "fungi incident".
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" by any insured or by any other person or entity.

**B.** Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi incident", is subject to the Fungi Liability Each Occurrence and Aggregate Limit as described in Paragraph C. of this endorsement. This provision B. does not apply to any "fungi" that are, are on, or are contained in, a good or product intended for bodily consumption.

**C.** The following are added to Section III – Limits of Insurance:

1. Subject to Paragraphs 2. and 3. of Section III – Limits of Insurance, as applicable, the Fungi Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for Medical Payments arising out of one or more "fungi incidents". This provision C.1. does not apply to any "fungi" that are, are on, or are contained in, a good or product intended for bodily consumption.
2. Paragraph 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, Of Section III - Limits Of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi incident" but only if, and to the extent that, limits are available under the Fungi Liability Aggregate Limit.