



ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

LANDSCAPING & LAWN CARE MANAGEMENT DISCOVERY QUESTIONNAIRE

THIS IS FOR QUOTATION PURPOSES ONLY – THIS IS NOT A BINDER

PROPOSED EFFECTIVE DATE: _____

General Information

1. Applicant: _____
2. Doing Business As: _____
3. Mailing Address: _____
City: _____ State: _____ Zip: _____
4. Contact Person: _____ Years Experience: _____
Contact Person is: Owner Manager Promoter Management Other: _____
5. Day Phone: _____ Evening Phone: _____ Fax Number: _____
6. Web Address: _____ E-mail: _____
7. Is this a new business? Yes No If now, how many years have you been in business? _____
8. Insured is: Individual Corporation Partnership Joint Venture Other: _____
9. Length of season: _____

Insurance History

10. Who was your last or is your current insurance carrier? _____
11. What is or was your annual premium? _____
12. Describe your claims and loss history: _____

Limits of Liability

13. Amount of Liability required:

Per Act/Aggregate

Per Person/Per Act/Aggregate

<input type="radio"/>	\$50,000/\$100,000	<input type="radio"/>	\$25,000/\$50,000/\$100,000
<input type="radio"/>	\$150,000/\$300,000	<input type="radio"/>	\$75,000/\$150,000/\$300,000
<input type="radio"/>	\$250,000/\$1,000,000	<input type="radio"/>	\$100,000/\$250,000/\$1,000,000
<input type="radio"/>	\$500,000/\$1,000,000	<input type="radio"/>	\$250,000/\$500,000/\$1,000,000
<input type="radio"/>	Other: _____	<input type="radio"/>	Other: _____

Limit of Liability Required by State: \$ _____

Self Insured Retention (SIR): \$1,000 (Minimum) \$1,500 \$2,500 \$5,000 \$10,000

Business Activities

14. Total Number of Staff: _____
15. Estimated Annual Gross Payroll:
 - a. Licensed Applicators: _____

- b. Other Service Personnel: _____
- c. Office Employees: _____
- d. Salesmen: _____
- e. All Other Service Employees: _____

16. How many service vehicles were operated last year? _____ This year? _____

17. How many vehicles are owned by the business other than the service vehicles? _____

18. Please specify the dollar amount and percentage of business for all services performed:

Service Description	Annual Amount	Percentage
Landscaping Services (Excl. Underground)	\$	%
Landscaping Services (Incl. Underground)	\$	%
Interior Scaping	\$	%
Backhoe Source Reduction	\$	%
Use of Special or Heavy Equipment	\$	%
Mowing and Raking Lawn Care		
Core Aeration		
Fertilizer Chemical Service		
Weed Control Chemical Service		
Lawn & Shrub Chemical Service		
Right of Way Chemical Service		
Nursery Operations		
Tree Spraying		
Tree Injection		
Tree Trimming		
Tree Removal		
Stump Removal		
Tree Planting		
Shrub Planting		
Brush & Lot Clearing		
Chipping		
Wild Bird Trapping & Control		
Wild Animal Trapping & Control		
Control & Prevention Services – Wildlife Mgmt		
Wildlife Inspections		
Domestic and/or Suburban Animal Control		
Insect Control		
Rodent Control		
Termite Control		
Termite Pretreatment		
Odor & Moisture Control		
Fumigation – Explain: _____		
Mosquito Control		
Wholesale Sales of Equipment		
Wholesale Sales of Chemical Products		
Retail Sales of Chemical Products		
Retail Sales of Equipment		
Firewood Sales		
All other sales: _____		
Snow Removal		
Roof Cleaning		
All Other Contract Services: _____		

19. Total annual gross income: \$ _____

20. Do you ever use explosives to remove tree stumps or for any other purpose? Yes No
 NOTE: There is no coverage for:
 a. Damage to the property of others caused by explosion or blasting.
 b. Collapse of or damage to building caused by excavation work.
 c. Damage to underground wires or pipes caused by mechanical excavation equipment.

21. Do you enter into a written contract with your client? Yes No
 22. Did a broad form indemnity agreement covering liability arising from the sole negligence of the indemnitee (member) ever exist? Yes No
 23. Did an intermediate agreement which holds both the client and the indemnitee (you) jointly liable for a loss ever exist? Yes No
 24. Did a limited agreement, which holds the indemnitee (you) harmless for claims arising from the contractor's negligence ever exist? Yes No
 25. Are contractual indemnity agreements entered into holding you responsible for damages? Yes No

NOTE: An indemnity contractual agreement means you sign a contract to hold your client/customer harmless for any injury or damage you may be responsible for to another person (third party), where the client has made or is making a claim and wants you to pay for his defense or claim if awarded.

26. Is any mechanical or contractors equipment left unattended at any job site? Yes No
 27. Do you burn brush? Yes No
 28. Are your company and its employees aware of the poisonous nature of plants and, (1) restrict their use, and (2) advise each client of the potential hazards and risks? Yes No
 29. Do you ever rent or borrow equipment from others or loan to others? Yes No
 If yes, please explain: _____
 30. Do you sell any products to the public? Yes No
 If yes, please explain: _____
 31. Do you operate beyond a 50-mile radius? Yes No
 32. Are adequate records obtained and maintained of bid orders, work orders, release agreements, billings, reports of accidents or problems on a job, etc.? Yes No
 33. Please provide a list of the equipment in use relating to your on-the-job business operations.
 34. Please identify the locations and square footage of any space you occupy for the business:
 Office: _____ Warehouse: _____ Garage: _____ Parking: _____

35. Do you ever provide underground landscape work that exceeds two feet below the soil surface? Yes No
 36. If public utilities (power, gas, phone, water) are available, do you use their customer service for assistance and to identify underground fixtures or right of way work near any utility lines prior to beginning work? Yes No
 37. Are primary chemicals sold? Yes No
 If yes, please list and identify if it is retail or wholesale, and name manufacturer:
 Chemical: _____ Manufacturer: _____

 _____ Retail Wholesale
 Retail Wholesale
 Retail Wholesale

38. Does your state require licensing of landscape companies? Yes No
 39. Does your state require licensing of all tree service companies? Yes No
 40. Does your state require licensing of all applicators? Yes No
 41. Indicate the chemical and manufacturer of each used for the following:

Use	Chemical Used	Manufacturer
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Tree Spraying or Injecting		
Lawn, Shrubs, and other Land Management Svcs.		
Exterminating Insects, Rodents		
Other: _____		

42. Please provide a copy of your training program, bid and job contract(s), work order form, customer release of liability, and a copy of sales brochures and other pertinent material.

43. Do you use subcontractors? Yes No
 If yes, do you require certificate of insurance? Yes No

44. Please provide a copy of your training program, bid and job contract(s), work order form, customer release of liability, and any pertinent sales brochures/marketing materials.

45. Do you use subcontractors? Yes No
 If yes, do you require certificates of insurance? Yes No

46. Please indicate the percentage of the type of services your provide:

Service	Percentage
Commercial	%
Residential	%
Industrial	%
Municipal	%
Government	%
Religious	%
Restaurant, Bar, or Tavern	%
Office Building	%
Hospital or Health Care	%
Schools or Arenas	%

47. Do you operate from your home and use chemicals? Yes No
 If yes:

a. Are all chemicals stored in a separate building? Yes No

b. How are chemicals protected and secured? _____

c. What is the form of heating used in your chemical storage area? _____

48. Please describe your equipment maintenance and service program: _____

49. Are you a member of any industry associations or groups? Yes No
 If yes, please list: _____

REPRESENTATIONS AND WARRANTIES

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Discovery Questionnaire, the Applicant for insurance hereby represents and warrants that the information provided in the Discovery Questionnaire, together with all supplemental information and documents provided in conjunction with the Discovery Questionnaire, is true, correct, inclusive of all relevant and material information necessary for the Association to accurately and completely assess the Discovery Questionnaire, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Association can and will rely upon the Discovery Questionnaire and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) the Discovery Questionnaire and all supplemental information and documents provided in conjunction with the Discovery Questionnaire are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of a Discovery Questionnaire or the payment of any premium does not obligate the Association or any Insurer to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Discovery Questionnaire, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Association, and its agents, to gather any additional information the Association deems necessary to process the Discovery Questionnaire for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit rating agencies. The Association has no obligation to gather any information nor verify any information received from the Applicant or any other person or entity. The Applicant expressly authorizes the release of information regarding the Applicant's losses, financial information, or any regulatory compliance issues to this Association in conjunction with consideration of the Discovery Questionnaire.

The Applicant further represents that the Applicant understands and agrees the Association: (i) may present a quote with a sub-limit of liability for certain exposures, (ii) may quote certain coverages with certain activities, events, services, or waivers excluded from the quote, (iii) will rate each quotation in the best interest of each Association member to the extent possible to meet the overall intent of the Association's program of insurance for all members, and (iv) offer several optional quotes for consideration by the Applicant for insurance coverage. In the event coverage is offered, such coverage will not become effective until the Association's accounting office receives the required premium payment, and the Applicant signs and returns the appropriate "Acknowledgement and Coverage Contract Receipt" form within 10 days of receiving an insurance coverage contract.

The Applicant agrees that the Association and any party from whom the Association may request information in conjunction with the Discovery Questionnaire may treat the Applicant's facsimile signature on the Discovery Questionnaire as an original signature for all purposes.

IMPORTANT: Each accepted Applicant is provided insurance as a participating member under a Master Group Policy of Insurance issued on behalf of the North America Chemical Users and Applicators Association Incorporated, a qualified "Purchasing Group" under the Risk Retention Act of 1986—Public Law 97-45. Master Group Policies have been issued to the Association, formed and governed by the laws, rules, and regulations of the State of Utah, to which members will be added as "Participating Members." The Association's program of insurance is a fully insured plan with an insurer permitted to provide insurance in each Association member's state of residence.

All coverage contract charges and service provider fees are minimum and fully earned as of the effective date of coverage. Membership in the Association is restricted to those whose business or activities are similar with respect to liability to which members are exposed by virtue of any common business, act, product, service, premises, or operations. The Applicant represents that the Applicant understands and agrees: (i) the Applicant's request for the Association to quote or otherwise effect coverage for the Applicant is without undue influence or incentive, (ii) the Applicant is individually procuring any insurance that may be provided as a participant in a Master Group Policy, where the benefits and coverage have already been approved by the Association's Purchasing Group, (iii) any coverage that may be provided will be provided under a Master Coverage Contract has been effected in the State of Utah as the state in which the Purchasing Group is organized and domiciled, and where the Association's Purchasing Group's principal office is located, (iv) all rules and regulations applicable to the individual or self-procurement of insurance will govern any coverage provided, and (v) the Applicant is individually responsible for the direct payment of taxes related to coverage provided in the Applicant's state of residence. Should taxes be made a part of any quotation provided by the Purchasing Group to the Applicant, the Association may, as an accommodation and convenience to the Applicant, collect and remit any tax collected to the tax collection agency in the member's state of residence.

Dated: _____

Applicant Signature

Print Name