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**LANDSCAPE**

**General Information**

Proposed Effective Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ County: \_\_\_\_\_

Business Telephone Number: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Physical address where animals are housed (if different): \_\_\_\_\_

Population within 50 miles: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Producer No.: \_\_\_\_\_ Producer's Name: \_\_\_\_\_

Producer's E-mail: \_\_\_\_\_

**1. Insurance History**

Who is your current insurance carrier (or your last if no current provider)? \_\_\_\_\_

Provide name(s) for all insurance companies that have provided Applicant insurance for the last three years:

	Coverage:	Coverage:	Coverage:
Company Name			
Expiration Date			
Annual Premium	\$	\$	\$

Has the Applicant or any predecessor or related person or entity ever had a claim?  Yes  No

Attach a five year loss/claims history, including details. (REQUIRED)

Have you had any incident, event, occurrence, loss, or Wrongful Act which might give rise to a Claim covered by this Policy, prior to the inception of this Policy?  Yes  No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has the Applicant, or anyone on the Applicant's behalf, attempted to place this risk in standard markets?

Yes  No

If the standard markets are declining placement, please explain why: \_\_\_\_\_

\_\_\_\_\_

**2. Desired Insurance**

Note: No coverage can be quoted for commercial operations.

**Limit of Liability (with per person sub-limit):**

- \$25,000 per person / \$50,000 per accident / \$100,000 aggregate
- \$50,000 per person / \$100,000 per accident / \$200,000 aggregate
- \$100,000 per person / \$200,000 per accident / \$400,000 aggregate
- \$150,000 per person / \$200,000 per accident / \$500,000 aggregate

- Other: \_\_\_\_\_
- Limit of Liability (with no per person sub-limit):**
  - \$50,000 per accident / \$100,000 aggregate
  - \$100,000 per accident / \$200,000 aggregate
  - \$250,000 per accident / \$500,000 aggregate

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

Note: Higher SIRs will generally reduce the premium charged, but SIRs of \$2,500 or greater must be accompanied by proof of the Applicant's ability to pay that SIR amount (i.e. last year's tax return forms).

**3. Business Activities**

1. Number of Total Staff: \_\_\_\_\_ Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

	Estimated Annual Payroll	Gross Payroll
A. Licensed Applicators		
B. Other Service Personnel		
C. Office Employees		
D. Salesmen		
E. All Other Employees		

2. How many service vehicles operated last year? \_\_\_\_\_ How many operated this year? \_\_\_\_\_

3. How many vehicles owned by Business other than Service Vehicles? \_\_\_\_\_

4. Please specify the dollar amount and percentage relative to all services performed:

	Annual Dollar Amount	Percentage
<b>A. Landscaping Operations:</b>		
1. Landscaping Services (excluding underground)	\$	%
2. Landscaping Services (including underground)	\$	%
3. Interior Landscaping	\$	%
4. Backhoe Source Reduction	\$	%
5. Use of Special or Heavy Equipment (Excavator, etc.)	\$	%
<b>B. Vegetation Management Operations:</b>		
1. Mowing and Raking Lawn Care	\$	%
2. Core Aeration	\$	%
3. Fertilizer Chemical Services	\$	%
4. Weed Control Chemical Services	\$	%
5. Lawn & Shrub Chemical Services	\$	%
6. Right of Way Chemical Services	\$	%
7. Nursery Operations	\$	%

<b>C. Tree Service Operations</b>		
1. Tree Spraying	\$	%
2. Tree Injection	\$	%
3. Tree Trimming	\$	%
4. Tree Removal	\$	%
5. Stump Removal	\$	%
6. Tree Planting	\$	%
7. Shrub Planting	\$	%
8. Brush & Lot Cleaning	\$	%
9. Chipping	\$	%
<b>D. Wildlife Management Operations:</b>		
1. Wild Bird Trapping & Control	\$	%
2. Wild Animal Trapping & Control	\$	%
3. Control & Prevention Services (screening & venting)	\$	%
4. Wildlife Inspections	\$	%
5. Domestic and/or Suburban Animal Control	\$	%
<b>E. Pest Control Operations:</b>		
1. Insect Control	\$	%
2. Rodent Control	\$	%
3. Termite Control	\$	%
4. Termite Pretreatments	\$	%
5. Odor & Moisture Control	\$	%
6. Fumigation - explain: _____	\$	%
7. Mosquito Control – (if over 10% see separate questionnaire).	\$	%
<b>F. Sales Service:</b>		
1. Wholesale Sales of Chemical Products	\$	%
2. Wholesale Sales of Equipment	\$	%
3. Retail Sales of Chemical Products	\$	%
4. Retail Sales of Equipment	\$	%
5. Firewood Sales	\$	%
6. All Other Sales – explain: _____	\$	%
<b>G. All Other Contract Services:</b>		
1. Snow Removal – explain: _____	\$	%
2. Roof Cleaning – explain: _____	\$	%
3. All Other – explain: _____	\$	%

<b>H. TOTAL COMBINED ANNUAL GROSS INCOME</b>	<b>\$</b>	<b>%</b>
<b>I. TOTAL COMBINED ANNUAL GROSS SALARY</b>	<b>\$</b>	<b>%</b>

10. Does the member ever use explosives to remove tree stumps or for any other purposes?  Yes  No  
If Yes, does the Insured understand that there is no coverage for:

<b>A.</b> Damage to the property of others caused by explosion or blasting;
<b>B.</b> Collapse of or damage to buildings caused by excavation work;
<b>C.</b> Damage to underground wires or pipes caused by mechanical excavation equipment.

11. Do you enter into a written contract with your client?  Yes  No If Yes, explain: \_\_\_\_\_

<b>A.</b> Did a broad form indemnity agreement, covering liability arising from the sole negligence of the indemnitee (member) ever exist? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
<b>B.</b> Did an intermediate agreement which holds both the client and the indemnitee (you) jointly liable for a loss ever exist? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
<b>C.</b> Did a limited agreement, which holds the indemnitee (you) "harmless" for claims arising from the contractors negligence ever exist? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
<b>D.</b> Are contractual indemnity agreements entered into holding you responsible for damages? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

**NOTE:** The member (you) is the indemnity. 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.

12. Is any mechanical or contractors equipment left unattended at any job site?  Yes

No

**NOTE:** Should a child be injured, the attractive nuisance doctrine may be applied and strict liability would be imposed. In an accident involving a minor contributory negligence is not available as a defense.

13. Do you burn brush?  Yes  No

**NOTE:** The smoke emitted during the burning of grass, weeds or brush along highways may create a traffic hazard. In addition there have been reports or claims charging infection from the burning of brush containing poison ivy, oak or sumac.

14. Is 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  Other

**NOTE:** some plants, shrubs and trees may cause serious illness or death if eaten. Each year an estimated 12,000 children ingest poisonous plants. One study revealed that 10% of child poisoning cases result from the consumption of toxic plants. Few parents are aware of the dangers of most plants.

15. Do you ever rent or borrow equipment (with or without operator) from others or loan to others?  Yes  No  Other

If Yes, explain: \_\_\_\_\_

16. Do you sell any products to the public?  Yes  No If Yes, explain: \_\_\_\_\_

17. Are all employees given regular, thorough examinations?  Yes  No

If No, would you be willing to require?  Yes  No

18. Do you operate beyond a 50-mile radius?  Yes  No If Yes, how far? \_\_\_\_\_

19. 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

18. Please provide a list of the equipment in use relating to your "on the job" business operations. \_\_\_\_\_

19. Please identify the locations and square footage of any space you occupy in association with your business:

Locations:	Square Footage:
Office:	
Warehouse:	
Garage:	
Parking:	

20. Do you ever provide Underground Landscape work that exceeds 2 ft. below the surface?  Yes  No

No

If Yes, explain: \_\_\_\_\_

21. If Public Utilities (Power, Gas, Phone, Water) are available, do you use their customer service for assistance and to identify Underground Fixtures prior to work?  Yes  No If No, explain: \_\_\_\_\_

22. Are Primary Chemicals sold?  Yes  No If Yes, please note **Retail** or **Wholesale** and list manufacturer and amount of sales.

	Manufacturer	Amount of Sales
<b>Retail / Wholesale</b>		
<b>Retail / Wholesale</b>		
<b>Retail / Wholesale</b>		

23. Does your state require licensing of all Landscape Companies?  Yes  No  Other

24. Does your state require licensing of Tree Service Companies?  Yes  No  Other

25. Does your state require licensing of all Applicators?  Yes  No  Other

26. Indicate the chemical and manufacturer of each used for the following:

	Chemical Used	Manufacturer
<b>A. Lawn, Shrubs and other Vegetation or Land Management Services:</b>		
1. _____		
2. _____		
3. _____		
<b>B. Tree Spraying &amp; Injection:</b>		
1. _____		

2. _____ 3. _____		
<b>C. Exterminating Insects, Rodents:</b> 1. _____ 2. _____ 3. _____		
<b>D. Other – explain:</b> 1. _____ 2. _____		

27. List Principal owners and operators of business:

Name	Duties	Years Experience
1.		
2.		
3.		

28. Provide a copy of your Training Program, Bid and Job Contract, Work Order Form, Customer Release of Liability Form, and a copy of your Yellow Page Ad, and any sales brochures or pertinent material.

29. Do you sub-contract out work?  Yes  No If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_

30. Do you request certification of liability from Sub-Contractors?  Yes  No

31. Indicate the percentage of the type of services you provide:

A. Commercial Clients	%	F. Residential	%
B. Industrial Clients	%	G. Restaurant, Bar, Tavern	%
C. Municipal Clients	%	H. Office Building	%
D. Religious Clients	%	I. U.S. Government	%
E. Hospital or Health Care	%	J. Schools or Arenas	%

32. Has any prior carrier cancelled insurance for reasons other than non-payment of premium or because they no longer write your type of business?  Yes  No If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_

33. Do you operate from your home and use chemicals?  Yes  No If Yes, answer the following questions?

**A.** Are all chemicals stored in a separate building?  Yes  No If No, please describe in detail your storage of chemicals, containers, etc. (Use separate sheet titled "Storage and Manufacturing of Chemicals". \_\_\_\_\_

**B.** How are chemicals protected and secured? (Use separate sheet titled "Locked, Alarm System, etc.". \_\_\_\_\_

_____
<b>C. What is the form of heating used in your chemical storage area?</b>
_____

34. Do you rent equipment out for "Do It Yourself" clients?       Yes    No   If Yes, what are the gross receipts? \$\_\_\_\_\_
35. Explain or outline your equipment maintenance and service program: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

36. Claims and Loss History:

<b>A.</b> Have any claim involving professional services ever been made against you? <input type="checkbox"/> Yes <input type="checkbox"/> No   If Yes, please describe each claim on a separate sheet of paper.
<b>B.</b> Have you ever been subject of a complaint to or disciplinary action by authorities as a result of your professional activities? <input type="checkbox"/> Yes <input type="checkbox"/> No   If Yes, please describe on a separate sheet of paper.
<b>C.</b> Has any employee or independent contractor been injured or had cause or reason to lose work or seek medical care due to his occupation and related activities? <input type="checkbox"/> Yes <input type="checkbox"/> No   If Yes, please describe on a separate sheet of paper.

37. Are you a member of any Association or Group?       Yes    No   How Long? \_\_\_\_\_  
 Name of Association: \_\_\_\_\_

**REPRESENTATIONS AND WARRANTIES**

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Application, the Applicant for insurance hereby represents and warrants that the information provided in the Application, together with all supplemental information and documents provided in conjunction with the Application, is true, correct, inclusive of all relevant and material information necessary for the Insurer to accurately and completely assess the Application, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Insurer can and will rely upon the Application 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 Application and all supplemental information and documents provided in conjunction with the Application are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Application or the payment of any premium does not obligate the 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 Application, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Insurer and its agents to gather any additional information the Insurer deems necessary to process the Application 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 Insurer 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 Insurer in conjunction with consideration of the Application.

The Applicant further represents that the Applicant understands and agrees the Insurer may: (i) present a quote with a Sub-limit of liability for certain exposures, (ii) quote certain coverages with certain activities, events, services, or waivers excluded from the quote, and (iii) 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 Insurer's accounting office receives the required premium payment.

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

The Applicant acknowledges that under any insuring contract issued, the following provisions will apply:

1. A single Accident, or the accumulation of more than one Accident during the Policy Period, may cause the per Accident Limit and/or the annual aggregate maximum Limit of Liability to be exhausted, at which time the Insured will have no further benefits under the Policy.
2. The Insured may request the Insurer to reinstate the original Limit of Liability for the remainder of the Policy period for an additional coverage charge, as may be calculated and offered by the Insurer. The Insurer is under no obligation to accept the Insured's request.
3. The Applicant understands and agrees that the Insurer has no obligation to notify the Insured of the possibility that the maximum Limit of Liability may be exhausted by any Accident or combination of Accidents that may occur during the Policy Period. The Insured must determine if additional coverage should be purchased. The Insurer is expressly not obligated to make a determination about additional coverage, nor advise the Insured concerning additional coverage.
4. The Insurer is herein released and relieved from any and all responsibility to notify the Insured of the possible reduction in any applicable Limit of Liability. The Insured herein assumes the sole and individual responsibility to evaluate, consider, and initiate a request for additional coverage or reinstatement of the annual aggregate Limit of Liability which may be exhausted by any single Accident or combination of Accidents during the Policy Period.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Applicant:

Agent/Broker:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name