

Specifications:

See HCS Website

<https://www.hardin.kyschools.us/bid-opportunities-1>

Proposal Form:

Company Name:

Atlas Greenhouse

Company Address:

9596 US Hwy 82 Alapaha, GA 31622

Contact Number:

229-532-2905

Greenhouse Price

\$139,002.²⁵

*Please include Certificate of Liability of Insurance

ADVERTISEMENT FOR BIDS

NHHS Greenhouse

65 W.A. Jenkins Rd., Elizabethtown, KY 42701
KDE BG #24-101

Sealed proposals clearly marked for Hardin County Schools – “NHHS Greenhouse # 1” will be received from qualified contractors by Hardin County Schools until:

**2:00 PM local time, Monday, June 4th, 2025, at:
Hardin County Board of Education
65 W. A. Jenkins Rd.,
Elizabethtown, KY 42701**

Bids received after this time shall not be accepted and will be returned unopened to the bidder. The project includes acceptance of all existing site conditions (which are to be inspected by all bidders prior to bidding) and all other general construction, mechanical and electrical work specified in the Contract Documents. Direct Purchase of materials through Owner will be provided as a contractor's option.

The work for the Buildings and Grounds Shed consists of the construction of one (1) 60' X 40' greenhouse. The contractor shall be required to coordinate the contract work with Jamey Hawkins, Director of HCS Buildings and Grounds, for any daily school activities.

Plans and Specification are posted on the HCS Bid Website or you can contact John Stith, HCS COO, at john.stith@hardin.kyschools.us for an emailed copy. Immediately following the scheduled closing time for receiving the bids, all proposals that have been completely filled out and have been properly submitted with the appropriate attachments in accordance with the Contract Documents will be publicly opened and read.

The award of the contract shall be made on the basis of the lowest and best bid in the interest of Hardin County Schools Board of Education. No bidder may withdraw his/her bid for a period of sixty (60) days after the date set for the bid opening. All bidders must provide the board a certificate of liability \$1,000,000 naming the board as additional insured with their bid.

The Hardin County Schools Board of Education provides equal opportunities to all of its bidders with respect to the bidding and award of construction contracts.

Hardin County Schools Board of Education requires that the bidder **submit with the bid** the following information:

1. **Proposal Form** -- properly signed, with completed unit prices and listing of all subcontractors at time of submittal. A listing of manufacturers shall be submitted within one (1) hour following the bid.

Bid Submission: Contractors are to place the Proposal Form in one envelope. The submission envelope must be distinctly labeled for content with the project name and submitting company.

NON-CONFORMANCE TO THE ABOVE REQUIREMENTS SHALL BE GROUNDS FOR REJECTION OF THE BID.

The Owner reserves the right to waive informalities and irregularities and shall have the right to reject any and all bids.

All questions during the bidding period shall be submitted to John Stith, HCS COO, 270-769-8814 or email (john.stith@hardin.kyschools.us). All questions shall be submitted no later Monday, June 2nd, 2025.

Project Summary: Green House North Hardin High

Materials and Basic Erection Proposal

Structure:

- (1) Block of (1) houses 40' X 60' CS3
- Note: Dimensions are center to center of greenhouse columns. For outside dimensions or for concrete details contact Bidder for details. Do not install foundation prior to final greenhouse design.
Sidewall Height: 10'
- Columns will be mounted to existing concrete slab. Base plate reactions will be provided for specific foundation, kneewall or slab installation. Foundation should not be built until this information has been provided.
- Code Design: Structure will be designed to meet your local building code.
- Additional Structural Information:
Columns: 2"x4" rectangle 1/4 wall hot dipped galvanized with baseplates
12' column spacing
12' truss spacing
Top Chord: 3" x 2" rectangle galvanized steel 15 gauge
Bottom Chords: 3" x 2" rectangle galvanized steel 15 gauge
Truss design: 1.5" square galvanized steel web member (6) with 1.5" kickbraces from trusses to columns. Roof pitch 6:12.
Roof Purlin: 3" x 2" rectangle galvanized steel 15 gauge
Bottom Purlin (on Bottom Chord): 1.315" o.d. round galvanized steel 16 gauge Quantity 2
Aluminum Gutter(s)-Downspout outlet included; PVC pipe to grade included; Splashblock included
Endwalls: (2 each) 3" x 2" rectangle galvanized steel endwall packages

Doors:

- To include 1 ea. 42" x 6'8" and 1 ea. 42" x 6'8" double door. Insulated steel doors with window, lever lockset, and automatic door closers. Doors are ADA approved and include locksets. Advise of any key lock requirements (change order may be required)

Heating Equipment:

- (2) PTP150S 150,000 BTU/HR input Stainless Steel Heater.
- Temperature Differential: 70
- Heater Hangers: Included
- Heater Stacking: Included Piping to exit on endwall. Bidder doesn't recommend roof penetration.
- Heater Specifications: Heater is equipped with stainless steel exchangers and burners as well as intermittent pilot and power vent. Includes heater hanger kit and single wall vent pipe for heater.

Ventilation:

- (3) AL-48K – American Coolair Aluminum 48" 3/4 hp exhaust fan. Fan includes rotary belt tensioner, shutter side guard and exterior guard for safety. (2 each) 1 speed 115v single phase and a 2 speed 115v single phase LRW39E 39" Aluminum motorized inlet shutter 115v single phase. 4' x 35' rack and pinion exterior motorized vent. Powered by a Wadsworth VC-2000a 115v/1st vent motor. 4' x 35' x 6" Open Top PVC Self Supporting Evaporative Cooling System. Includes submersible pump and all necessary hardware. Exterior tank is not required.
- Air Circulation: Acme 20" HAF fan (2 each)

Environmental Controls:

- To be a Wadsworth StepUp environmental controller. Unit is supplied with contactors, relays, wiring diagram and shielded temperature sensor.
 - Programming and training of controller is included.
- Covering Material:
- Roof Covering: 8mm Clear Twinwall Polycarbonate covering.
 - Sidewall Covering: 8mm Clear Twinwall Polycarbonate covering.
 - Endwall Covering: 8mm Clear Twinwall Polycarbonate covering.

Benches:

- Benches: To be two (2) 3' wide x 72' long benches and three (3) 6' wide x 72' long benches. Above ground benches.
- Bench framing is 1.5" square on posts, bench rail is 1.315 galvanized steel with aluminum perimeter extrusion. Bench top cross bars are spaced 2' on center. Bench top is Durabench plastic bench tops. Above ground benches
- o Two 20' long Hydroponic Bucket System Bench with a 20 bucket hydroponic system complete with reservoir, pump and controller.

Irrigation System:

- Irrigation system to include a 9-zone irrigation controller and a Dosmatic Superdos 30 fertilizer injector. To have 5 zones of irrigation on benches and to include overhead misters.
 - Includes all PVC, brass high-pressure regulator, filter, punch tool, manual valves,
 - Include 8 runs of 60' long hanging basket rail (2 zone). 1-3/8 diameter steel pipe with hardware.
 - Includes one propagation zone.
- Aluminum Extrusions & Accessories:
- Aluminum extrusions for roof, sides, & endwalls are included. Also, includes Aluminum baseboard for sides & ends. Includes hardware, flashings & sealants.

Drawings:

- (3) Sets of stamped engineer prints for the state of Kentucky will be provided
- Site Preparation:
- Owner is responsible for site preparation It will be the responsibility of the owner to ensure that the pad site is elevated enough to allow for proper drainage.
 - Bidder will provide the labor and materials to set posts (includes anchor bolts & epoxy).
 - It is the responsibility of the owner to have all utilities marked prior to commencement of installation.

Concrete Slab Erection

- Bidder is not responsible for installing concrete slab. The covering will terminate at the edge of the slab into Vendor's 1001 girt. Does not include 5" x 36' long trench drain. Daylight of drain by others.

Greenhouse Erection:

- Frame Erection: Bidder will provide the labor to erect complete the frame of the greenhouse structure. This includes, but is not limited to mounting columns, erecting and hanging all trusses, erecting and hanging all end wall framing, side wall framing and all equipment.
- Covering: Bidder will provide the labor to install the 8mm Twin-Wall Polycarbonate covering and all necessary accessories.
- Equipment: Bidder will provide the labor to hang all of the greenhouse materials & equipment and any associated materials that are necessary for the hanging of the materials & equipment.

Utilities

- Electrical – Bidder is not responsible for interior wiring of greenhouse equipment. Final connection into the greenhouse electrical panel by others. Low voltage control wiring by others. The electrical installer is required to mount greenhouse controller and motor controller as needed. Additional framing or Unistrut used to mount controllers by owner. Bidder and installation of grounding rod and ground wire by others.
- Water - The owner will be responsible for making the water line connections from the supply to greenhouse at cooling system and/or irrigation system. Backflow preventer/Pressure Regulator Valve by Others. Required supply is 1" pvc with 50 psi at greenhouse for proper operation.
- Wiring diagram for greenhouse equipment will be included.
- Gas - Bidder will not supply the materials for and installation of the gas lines and regulators inside the greenhouse. The owner/others will be responsible for making the gas line connections from the supply to greenhouse.
The final utility connections must be made within (3) weeks from the date of substantial completion of Bidder's scope of work. It is extremely important that the equipment in the greenhouse is up and running as soon as possible. The temperatures and environment in the greenhouse could have negative effects on

the equipment. If connections are not made within that timeframe, Bidder will not be responsible for malfunctioning equipment.

GENERAL:

Wages: Wage rates are based on non-prevailing wage rates. If prevailing wage rates are required, a change order will be issued to cover the additional labor costs.

Trailer Drop: A trailer drop will be utilized on this project. A storage site within 50' of the jobsite must be provided to Bidder to store the trailer. The erection crew will work out of the trailer and store materials in the trailer.

Utility Location: Utility locations will be marked on the jobsite prior to installation. Bidder will not be responsible for damage done to unmarked utilities.

Bonds: Bonds are not included in this proposal. Bidder can provide the owner with a performance and payment bond upon request with the approval of a change order issued by bidder.

Inspections: Inspections of any kind are not included in this bid proposal.

Erosion Control: Erosion control of any kind is not included in this bid proposal.

Supply of and labor to install backflow preventers, cleanouts and/or interceptors is not included.

Bidder's proposal does not include money for background checks or drug testing. If background checks or drug testing is required, a change order will be issued to the owner for the cost of the background checks and/or drug tests plus any additional monies needed to obtain the background checks and/or drug tests such as travel costs.

Additional Installation Terms

1. FOUNDATION:

- a. Masonry or foundation installation shall not be constructed prior to approval of the greenhouse drawings.
- b. The site shall be prepared with normal load bearing soils (Class 4 Soils), free from rock or any other obstructions.
- c. Grade is based on no more than 2" fall per 50'.
- d. Additional costs or delays incurred due to conditions outside these limits shall be the responsibility of the buyer.
 - i. Base bid excludes soil testing, additional boring or additional piers, the removal or blasting of rock and improvement to the sub-soil. If these conditions are encountered, the additional expense will require a change order.
- e. Any back fill using gravel or rock requiring the use of sonotubes or other materials

may result in re-design, re-engineering fees and/or delays.

3. WAGE DETERMINATION: Installation is based on non-union non-prevailing wages.

4. PERMITS AND FEES: Bidder will not assume responsibility for permits, fees, inspections licenses and subcontracting of other trades necessary for completion of greenhouse.

5. DRAINAGE: By others

a. Provisions should be made for proper drainage, including greenhouse gutters or downspouts if provided.

b. Bidder will provide gutter sections with flange opening for internal or external gutter drainage (if applicable). Location of gutter flange openings will be shown on greenhouse drawings.

6. ROOF PENETRATION: Not recommended.

7. UTILITIES: Water, electrical and gas supply lines shall be brought within ten feet of the greenhouse site to allow construction crew to be able to operate necessary tools and equipment. Electrical (115-volt grounded receptacle-20amp outlet minimum) and water (1" supply, 50 psi minimum) should be in place prior to crew arrival. Failure by owner or general contractor to have operational construction service available will result in a change order.

a. It is the responsibility of the Owner to provide and install a back-flow preventer and pressure regulating device before irrigation lines are installed.

8. SITE SECURITY: A secure location must be made available to store materials within One hundred feet of the construction site.

9. INSURANCE: Certificates of insurance are available upon request.

10. DUMPSTER AND PORTABLE RESTROOM: Provided by Owner

11. SITE ACCESS: Bidder requires access to job site Monday through Sunday from 7:00 a.m. to 8:00 p.m.

12. AUTHORIZATION TO DIG: Owner is responsible for contacting utility companies for proper marking of all utility lines prior to arrival of the construction crews. Bidder will not be responsible for any damage done to the following:

a. Underground Utilities (Electrical, gas, sprinkler, cables, etc.)

b. Landscaping

c. Sidewalks

d. Driveways

e. Bidder will not remove any excess dirt, sand, rocks, or concrete from your property unless stated in a contract agreement for the repair or construction that is being

made.

13. WALK THROUGH: A preliminary walk thru and final inspection shall be required prior to erection crew's departure. A twenty-four-hour notice will be given to the owner. An authorized Owner's agent shall be present. The final punch list shall be prepared after the preliminary walk through. Upon completion of work discovered during the preliminary walk through, a final inspection shall be performed.

14. Start-up of equipment must be completed by a licensed electrician or HVAC technician.

16. Includes daily site cleanup

17. Structural and/or Covering changes required due to building code compliance may result in additional costs.

18. For baseplated columns that bolt down to concrete foundation the greenhouse structure is designed to meet the governing building code adopted by the Authority Having Jurisdiction (AHJ). The drawings and calculations of the primary structural components of the greenhouse will be sealed by a licensed professional engineer. The engineer designing the greenhouse structure is considered a delegated design engineer and is not the Engineer-of-Record (EOR) for the project. The design of the concrete foundation and concrete anchor bolt embedment is specifically excluded from this proposal and should be provided by the EOR for the project. Reactions will be provided for the EOR to complete the foundation drawings. However, for pier supported greenhouses, the greenhouse engineer may be considered the EOR.



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Proposal For: Hardin County BOE

Prepared by Heath Spradley
May 30, 2025

Billing Address

Bill To: **Hardin County BOE**
65 W. A. Jenkins Rd.
Elizabethtown KY 42701

Attn: Jamey Hawkins

Ph: _____

E-mail: _____

Purchase Order Number: _____

Terms: ☐ Paid in Full ☐ 50% Deposit: Balance due before shipment. ☐ Other _____

Payment Method _____

Requested delivery date: _____

Shipping Address

Ship to: _____

Attn: _____
Ph: _____
Alt. Ph. _____

Grand Peak Series Greenhouse Structure

Single Bay

1 41' 6" ft. Wide by 60 ft Long, with 10 ft. Sidewalls Project Square Footage: **2490**

Posts: Column Post: Allied "Gatorshield" 4" x 4" Square Tubing 11 GA

Foundation Options - Column Posts: with welded base plates to be anchored to concrete

Rafters: 2" x 3" Rafters and Truss Cords with 2" x 2" uprights

Purlins: 10 runs of 2-1/2" sq. 14 ga. & 2 runs of 2-1/4" sq. 14 ga.

Truss Stabilizers: 3 runs of 2" x 2" x 14 gauge

Side Wall Height: 10 Feet

Bow Spacing: 12 Feet

Hardware: Complete Hardware Package for Frame Assembly

Gutter: Galvanized Steel with splices, sealants, bolts and nuts.

Sealed Engineering Drawings for Structural Design

Sealed Engineering Drawings for Foundation Design

Wind and Snow Loads

Wind Load (WL) 90 mph, 3 second gusts

Snow Load (SL) 15 lbs. psf, Ground Snow

Risk Category II

The above Wind and Snow Loads may or may not meet your Local Building Code Requirements.

Intended Crop: _____

Twin Wall PCSS Roof Covering

1 Bay(s) Twin Wall PCSS Roof Covering Kit for a 41' 6" x 60 x 10 Grand Peak Greenhouse
to include: all necessary hardware, extrusions, flashing, etc.

Steel End wall Framing Kits

- 2 Steel End Wall Kit(s) for a 41' 6" x 60 x 10 Grand Peak Greenhouse to include:
wall studs, horizontal framing and all attaching hardware (L-Brackets, Tek-screws, etc.)
- | | | | |
|-----------------------------|------------------|-------------------------|------------------|
| Equipment in Front End Wall | _____ Door(s) | _____ Fan(s) | _____ Shutter(s) |
| Equipment in Rear End Wall | _____ Shutter(s) | _____ X _____ Wall Vent | _____ Door(s) |

8mm Twin Wall Polycarbonate End wall Covering Kits

- 2 8mm Twin Wall End wall covering Kit(s) for a 41' 6" x 60 x 10 Grand Peak Greenhouse to include:
all necessary twin wall polycarbonate sheeting, "H" and "Base" extrusions, Tek screw fasteners, foil tape and flashing for all openings.

8mm Twin Wall Polycarbonate Side Wall Framing and Covering Kit

- 2 Steel Side Wall framing & Covering kit(s) for a 41' 6" x 60 x 10 Grand Peak Greenhouse
to include: horizontal framing, covering, extrusions and all attaching hardware (L-Brackets, Tek-screws, etc.)

End Wall Framing Information

Front End Gables: Framed for 2 - 48" exhaust fans and

1 - Main Entry door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

Rear End Gables: Framed for 4 ft. x 35 ft. Evaporative Cooling System
and 1 - Personnel Door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

End Gable glazing: 8mm clear twinwall no drip polycarbonate panels, complete framing, glazing, and extrusion package. (10 yr. warranty)

Ventilation

- A) 2 - 48" Quietaire GCS slant wall exhaust fan 1hp: 19563 cfm ea. @ .10 SP 110V or 220V.

All fans are single speed & equipped with shutter and guard

Offering a minimum of 1.3 air exchanges per minute @ .10 inches of static pressure.

- B) 1 - 39" Motorized Shutter, located above cooling pad offers a fresh air
intake at the minimum stage cooling. Equipped with **Belimo** Shutter Motor

- C) 1 - 4 x 35 ft. Stainless Steel Quietaire Evaporative Cooling System with
trough, plate and 6" thick pad. The 6" pad material offers maximum cooling.
Uses a 65 / 15 degree water/air flow with a 420 per maximum face velocity.
System is self contained and does not require a reservoir tank.
Includes sump pump and float valve for proper water level regulation.

- D) 1 - 4 x 35 ft. Automatic Wall Vent located behind the evaporative cooling
system. Wall vent operates using a motorized rack & pinion drive system offering
years of maintenance free operation. Includes VC-2000 120 volt motor, mounts and LST.
Includes extruded aluminum frame and 10 yr. warranted 8mm polycarbonate covering.

Heating- Stainless Steel

- A) 2 - 150,000 BTU - Natural Modine Gas heater.

Modine Model PTP150A Heater delivers 80% thermal efficiency in a small package. Featuring a Stainless Steel primary heat exchanger. Totally enclosed fan motors and all controls mounted inside the cabinet for protection from airborne moisture and dust. Comes set-up for LP gas, Natural gas conversion available.

- B) 4 - Horizontal Air Flow Fans (HAF) 18" - 3 bladed fans complete with guard and a split capacitor 115 volt 60 hz motor, 1.1 amps develops 1790 CFM. These fans circulate the air to maintain a consistent temperature inside the greenhouse, in addition, these fans reduce the stratification (stale air) thus reduces the risk of plant disease.

Doors

- A) 1 - 48" x 7' -0" ADA compliant single swing door with 24" x 30" Tempered Glass Light Kit. Includes: 20 ga. Polystyrene Door leaf, 16 ga. 4-1/4" frame, bb hinges (3), threshold sweep, kerf weatherstrip, Sargent Rim Panic hardware, lever lockset and closer.
- B) 1 6'-0" x 7' -0" ADA compliant Double swing door with 24" x 30" Tempered Glass Light Kit. Includes: 20 ga. Polystyrene Door leaf, 16 ga. 4-1/4" frame, bb hinges (3), threshold sweep, kerf weatherstrip, Sargent Rim Panic hardware, lever lockset and closer.

Automatic Temperature Control

- A) 1 - Wadsworth Control
Wadsworth StepUP Controller. Unit is Supplied with contactors, relays, wiring diagram and shielded temperature sensor. Programming and training of controller included.

Hanging Basket Rails: To Run Full Length of the Greenhouse

- A) 1 - Will provide 10 runs of 1" x 2" x 16 ga. Allied "Gatorshield" tubing running the length of benches. Total Length of the System is 60 feet long rail length
To Include 1/8" Cable with Cable Clamps & 1-3/8" x 17GA Hanging Basket Rails
Comprised of 8 Runs with Drippers for Hanging Baskets & 2 Runs for Irrigation Support

Emergency Lighting / Exit Signs / Fire Extinguisher

- A) 1 - Will be located above doors and will illuminate the word "EXIT" at all times, also has emergency lights powered by a rechargeable battery. Emergency lights should come on when the power is interrupted for any reason.
One Multi purpose dry chemical A-B-C rated 10 lb. Fire extinguisher charged with formulated siliconized dry chemical UL rated for fighting paper, wood, fabric, grease, flammable liquid and electrical fires.

Benches

- A) Benches are framed with aluminum extrusions and rectangular galvanized steel tubing for superior strength. Bench top is **Dura Bench Tops**
Bench cross braces are made of 1" x 2" rectangular tubing and spaced 2 ft. apart, bench legs consist of 1" x 2" rectangular tubing.

Qty. 2 3 ft. Continuous Bench by 48 ft. long.

Qty. 3 6 ft. Continuous Bench by 48 ft. long.

Bench Layout is per attached drawing.

Hydroponic Bato Bucket System 20'

Complete hydroponic bato bucket system with Reservoir, pump and timer for controls

Irrigation:

A) Mist: 10 Zone System

1 - Complete system with brass high pressure regulator, filter, punch tool, gate valves, zone controller, and solenoids. Mist irrigation plumbed above benches with 48" long misters spaced 4' on centers and will have manual shut off. Hanging basket drippers are to be fixed flow and have the capacity to be turned off. Drippers are spaced 24" on centers & are 36" long

B) Fertilizer Injector:

1 - Installed minimum of 30" ground for easy access, all irrigation outlets are serviced through fertilizer injector. Unit provides a maximum of 30 GPM of fertilizer/water solution output. Unit must be installed with bypass and gate valves for flexibility.

C) Controller:

1 - Rain Bird Model ESP 4M Modular Irrigation Controller. Includes an additional 3 zone module to give a total of 7 zones. This controller allows for future expansion up to 13 zones. Has 3 independent programs to give the flexibility

D) Includes Galvanized Steel Solenoid Manifold for Each System

NOTE: Minimum of 55 PSI required for proper operation of irrigation system. PVC Plumbing, fittings and supplies to be provided by others.

Installation: (Completed by Atlas Contractor)

A) Completion

- 1) Will provide all labor and materials to erect greenhouse using professional greenhouse builders
- 2) Upon completion of work, will test all equipment for proper operation.

C) Plumbing

- 1) Will furnish all labor and materials to provide: 7 spigots: 3 plumbed to injectors 4 plumbed to clear water supply utilizing Schedule 40 PVC Pipe or equivalent.

Note: 1 Spigot to Be Plumbed to Evaporative Cooling System

- 2) Will furnish all labor and material to plumb evaporative cooling system

Purchaser Responsibilities

Contractor Access

- A) Workers must have access to construction site from 7 A.M. to 6 P.M.
- B) Workers must have access to restroom facilities.

NOTE: Site Preparation, Foundation and Flooring is the responsibility of the Purchaser.

Site Preparation and Foundation Must be verified as completed to Atlas Specifications provided on construction plans.

Electrical

- A) **All Electrical is the responsibility of purchaser Atlas is NOT providing electrical services**

Plumbing

- A) Required to furnish minimum 1" PVC water supply within the perimeter of the greenhouse located near front door as shown on drawings. **Minimum of 55PSI of pressure required.**

Drainage

- A) Local system will perform final connection of drainage system.
- B) Applies to structure with sinks and / or solid concrete slabs with center drain.

Gas Line

- A) School system (or others) to furnish gas line for heaters inside of greenhouse and is responsible for final hook up to heater.
- B) Applies to both LP and Natural gas heater systems.

Utilities

- A) **Power supply and water supply must be run to site prior to the beginning of any construction.**

Site Preparation

- A) Schools must flag underground power lines, water lines, gas lines and drain lines.
- B) Will provide finished grade site, free of weeds, trees and debris.
- C) Will provide finished site 6" higher than surrounding grade, level and with a pad dimension that is 10' longer and 10' wider than the actual dimensions of the proposed greenhouse (to minimize future erosion).
Site to require clean fill dirt free of organic matter. Fill must be of such quality and particle size that it can be easily worked by contractor upon his arrival.
CLAY IS NOT PERMITTED.
Should contractor arrive and find clay site pad, additional charges will be incurred by the school.
- D) Must have access to drive concrete truck around perimeter of greenhouse site, 20' from any building and with a minimum of 13' of height clearance.
- E) Clay may be used as a base material, however for concrete purposes the site must be topped with compactable soil.
- F) Dig Permits are required and all underground utilities must be marked prior to construction

Permits

- A) **Purchaser responsible for pulling any required permits for the project.**

Dumpster

- A) **Purchaser required to provide dumpster for waste material prior to installation.**

		Sub Total	\$	98,277.25
		Shipping	\$	3,325.00
		Crating Fee	\$	150.00
		Sub Total	\$	101,752.25
		Installation Total	\$	37,250.00
Total Wt.	20913.02	Grand Total	\$	139,002.25

Note: Proposal valid for 7 days after: May 30, 2025

The Greenhouse described in this order is designed for and limited to the wind and snow loads identified and described above. These loads are based on data provided by the American Society of Civil Engineers ASCE 7-10 Manual, Figure 7-1 and the IBC-2015 Manual, Figure 1608.2 for snow as a Category I continuously heated greenhouse described in Table 1604.5 of the IBC-2015 Manual and ASCE 7-10 Manual, Figure Table 1.5-1 and the IBC-2015 Manual, Figure CC-4 for wind. It is the responsibility of the customer/purchaser of this Greenhouse to confirm with the local building authorities of the accuracy and correctness of these loads prior to the order acceptance. Atlas Manufacturing, Inc. cannot and will not be held liable or responsible for any and all damages and/or structural failures caused by prevailing load conditions at the greenhouse's erected location that exceeds the aforementioned Wind and Snow loads defined above.

I, Hardin County BOE have read and understand the above order and disclaimer and agree to this order and disclaimer in their entirety. (This order is not valid unless accepted by Atlas Manufacturing, Inc.

Accepted,

Company / Individual

Name (Please Print)

Title

Signature

Date

Accepted,

Atlas Manufacturing, Inc.

Heath Spradley
heath@atlasgreenhouse.com

Greenhouse Sales

Title

Heath Spradley
Signature

5/30/2025
Date

*** Due to the volatility of fuel prices, freight charges will be determined at time of shipment and adjusted accordingly.**

NOTE: Customer is responsible for unloading product from truck upon delivery



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Atlas Design Load Review

All information on this sheet is required to properly design and engineer your structure. Inaccurate or incomplete information that results in changes to stamped drawings will incur an additional charge.

Customer Name: Hardin County BOE
Address : 65 W. A. Jenkins Rd.
Elizabethtown KY 42701

Date: 5/30/2025

Physical Address of greenhouse location:

Contact Name: Jamey Hawkins
Contact Phone: _____

Type and size of Structure: 41' 6" X 60 Grand Peak Series Greenhouse with 12' Spacing & 10 Ft Side Walls
Foundation Options - Column Posts: with welded base plates to be anchored to concrete

ARE PERMITS REQUIRED FOR THIS STRUCTURE: YES NO

Note: Most greenhouse structures require permitting unless there are specific agricultural exemptions for your location. If the **NO** permitting line is checked, additional cost may be incurred for structural upgrades **IF** building code or owner requirements are greater than the specified loads below.

This greenhouse is quoted as:

Building Code: IBC 2015
Wnd Load (WL) 90 mph, 3 second gust
Snow Load (SL) 15 lbs. psf, Ground Snow
Risk Category II
Exposure: C

Local Building Code Requirements(must be completed):

Building Code: _____
Wind Load (WL) _____ Ultimate Wind Speed
Snow Load (SL) _____ psf, Ground Snow
Risk Category _____ (I or II)
Exposure: _____ (A,B,C,orD)
Seismic Zone: _____

Are there Special Load Requirements: NO Yes: Explain below.

Example: Overhead fire protection sprinklers, hanging baskets, crops supported from structure, etc....

Will Foundation Design be required for Permitting: YES NO

Will soil test results be provided for foundation design: YES NO

Allowable Soil Bearing Pressure: _____ p.s.f.

If unknown, a pressure of 1500 psf will be assumed and used for foundation design

Minimum Frost line requirements: _____ inches

Type of Foundation desired: Piers with Slab _____ Perimeter Footer with slab _____
 Piers without slab _____ Perimeter footer without slab _____

Authorized Customer signature: _____ Date _____

SPECIAL NOTICE:

ATLAS MANUFACTURING, INC. CAN NOT AND WILL NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE WHERE EXCESSIVE WEATHER CONDITIONS SUCH AS SNOW, WIND, FIRE, OR HAIL HAS OCCURRED AND SUCH OCCURRENCES HAS EXCEEDED THE DESIGN LOADS STATED IN ENGINEERING SPECIFICATIONS. FURTHERMORE, ATLAS MANUFACTURING, INC. CAN NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE DUE TO IMPROPER INSTALLATION OR FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDATIOI FAILURE TO FOLLOW RECOMMENDATIONS AND INSTRUCTIONS OF THE MANUFACTURER COULD RESULT IN ULTIMATE STRUCTURAL FAILURE.

Acceptance by Customer
(Sign Here)

Heath Spradley

Greenhouse Sales

Date

5/30/2025

Date



**ATLAS
GREENHOUSE**

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

ATLAS GREENHOUSE, LLC TERMS AND CONDITIONS

Purchaser: _____
Email: _____
Mailing Address: _____
City, State & Zip Code: _____
Shipping Address: 0 _____
City, State & Zip Code: _____
Telephone: _____
Purchase Order # _____

Project : _____

This agreement ("Agreement") and the purchase order and/or quote and all documents referenced herein represent the entire and integrated agreement ("Contract Documents") between Purchaser as defined above and Atlas Greenhouse, LLC ("Seller") and supersedes all prior negotiations, representative, or agreements, either written or oral, and each party may be referred to individually as party or collectively, parties.

Article 1: The Materials

Seller shall ensure that the materials as stated in the purchase order or quote ("Materials") are procured and ready for shipment. Seller will ensure that when the Materials leave the warehouse it is in good condition.

Article 2: Shipping and Receiving

Quoted shipping and handling charges are subject to change and will be shipped at the prevailing rates at the time of shipping. Purchaser is responsible for all shipping costs incurred.

PURCHASER: BEFORE RECEIVING, ACCEPTING, OR SIGNING FOR YOUR MERCHANDISE, PLEASE READ THIS POLICY AND INSPECT YOUR MERCHANDISE FIRST

IMPORTANT: PURCHASER IS RESPONSIBLE FOR RECEIVING TRUCK SHIPMENTS

Once the freight carrier picks up Purchaser's freight from Seller's facility, safe delivery of this shipment is the responsibility of the freight carrier and/or Purchaser. However, Seller will be glad to render assistance to trace and recover goods.

Seller will ensure that Freight carrier shipments leave the Seller's warehouse in good condition. It is possible that in the process of transportation and transferring of freight, material may become either lost or damaged. Therefore, Seller cannot be responsible for conditions in which Seller has no control. Replacement material will be shipped and charged to Purchaser's account as detailed below. In this regard Purchaser is obligated for prompt payment of material (original and replacement) to Seller. No replacement material shall be sent until payment has been received by Seller. It is the freight carrier's obligation to reimburse Purchaser for damaged or missing items in Purchaser's claim.

Purchaser should examine shipment carefully before signing the delivery receipt. While counting the number of boxes and bundles, it is extremely important to check for shortages and/or damaged materials. If the box and bundle count does not agree with the bill of lading, or damaged material is found, it is Purchaser's responsibility to document shortage or damage on the freight bill and notify the Seller within 48 hours of delivery. Failure timely notify the Seller shall waive Purchaser's right to obtain replacement material for damaged or missing material.

Article 3: Risk of Loss

Unless otherwise stated herein, risk of loss and title to all Materials shall pass to the Purchaser once the materials have been delivered to the Purchaser at the address stated above.

Article 4: Change Orders

A change order is any change in Materials from the original plans and specifications upon which the contract sum is predicated. All change order requests are subject to Seller's written approval. In the event the Seller authorizes changes in the work to be performed, or if any federal, state or local law, rule, or requirement results in alternate designs and/or deviations from the specifications herein, the contract sums shall be accordingly adjusted provided that the cost or credit to Purchaser shall be agreed upon by the parties before the change is put into effect. Any and all changes to this agreement must be in writing and signed by a representative of Seller.

Article 5: Cancellation

Orders for Materials or equipment are not cancelable, either in whole or in part.

Article 6: Return of Materials or Equipment

All returns for credit must have prior written approval of an authorized representative of Seller and must be for justifiable reasons.

The credit extended for such approved returns will be based on the invoice value at time of purchase, or such lower value as may then represent our current pricing. All returns will be assessed a handling and restocking charge of 25% unless otherwise approved by an authorized representative of Seller.

No items shall be returned for credit which have been damaged or rendered unusable. Unless otherwise approved by an authorized representative of Seller, all returned items shall be freight prepaid by Purchaser. During shipping, Purchaser is liable for all Materials.

Article 7: Ownership and Use of Drawings, Specifications, Plans, and Other Documents

Documents prepared by Seller, engineer, engineer's consultants, architect, or architect's consultants are instruments of service for use solely with respect to the Materials and the specific project. The Seller engineer, or engineer's consultants or architect or architect's consultants shall retain all common law, statutory and other reserved rights in their instruments of service including copyright. The Purchaser or its contractor, are authorized to use the instruments of service provided to them for this project only.

Article 8: Waiver of Subrogation

Each party agrees that with respect to any losses covered by, or required to be covered by, property insurance under the terms of this agreement, other than those losses caused by the other party's gross negligence or intentional acts, each party hereby waives and releases the other, its officers, directors, employees and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Each party further agrees that its insurance companies shall have no right of subrogation against the other on account of this release.

Article 9: Governing Law and Venue

The venue of any action arising out of or relating to this Agreement, or brought to enforce the provisions of this Agreement, shall be Berrien County, Georgia or the United States District Court for the Middle District of Georgia for a federal district court proceeding. This Agreement shall be governed by the laws of the State of Georgia. The parties agree, as a condition precedent to litigation, any controversy or claim relating to this agreement shall be first submitted to mediation before a mutually acceptable mediator, unless Seller, at its sole option, elects to waive this requirement and the parties further agree that the mediation will take place in Berrien County, Georgia. Each party irrevocably consents to the jurisdiction of the above courts.

Article 10: Waiver of Jury Trial

EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

Article 11: Attorneys' Fees

The prevailing party in any dispute arising out of or in connection with this Agreement shall be entitled to its attorney's fees, costs, and expenses incurred through arbitration, litigation, appellate and bankruptcy proceedings.

Article 12: Damage Limitation

In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the Materials or use of the materials and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use, loss of revenue, loss of profits or loss of crops.

Seller and Purchaser agree to allocate certain of the risks so that, to the fullest extent permitted by law, Seller's total aggregate liability to Purchaser is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

Article 13: Disclaimers

Purchaser understands and recognizes that greenhouses and related products manufactured and/or sold by Seller are subject to varied conditions due to the way they are to be installed and used. Seller makes no warranties whatsoever, express or implied, written or oral, to Purchaser. Liability is limited to repair or replacement of defective parts to the original Purchaser. Seller is not liable for any consequential damages, expenses, or injury arising from the use, misuse or adverse weather of any product manufactured or sold by Seller. Seller is not responsible for loss of income, merchandise, or livelihood due to a defective part sold by Seller. Seller reserves the right to make changes in design or add to or improve the product without incurring any obligation to install the same on any products previously manufactured.

Seller cannot and will not be held responsible for product or equipment failure where excessive weather conditions including but not limited to, snow, wind, lightning, fire, or hail has occurred, and such occurrences have exceeded the design loads stated in the engineering specifications. Furthermore, Seller cannot and will not be held responsible for product or equipment failure due to improper installation, inadequate common maintenance, or failure to follow the manufacturer's recommendations and instructions. Failure to follow manufacturer's recommendations and instructions could result in ultimate structural and equipment failure. Seller disclaims all responsibility for any injury or damage caused by the structure or equipment.

If the Purchaser chooses not to purchase steel end wall framing kits from Seller, it is Purchaser's sole responsibility to provide adequate framing to resist wind/snow loads to prevent damage or structural failure.

Seller cannot and will not be held liable for a loss of or damage to single layer poly due to slippage through aluminum poly fastening extrusions.

Article 14: Indemnification

To the fullest extent permitted by law, the Purchaser shall indemnify, defend and hold harmless the Seller, and it its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or related to the delivery or installation of the Materials, provided such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, but only to the extent caused by the negligent act or omissions of Purchaser, or anyone directly employed by them or under their control or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify defend and hold Seller, including its owners, officers, managers, employees and agents, harmless (to the extent provided by the law) from and against all claims, loss, liability, cost, damage, or expense including attorneys' fees arising out of or related to any claim, action or proceeding against Seller arising out of or related to the installation, maintenance, use or operation of the Materials or products purchased by Purchaser or on Purchaser's behalf.

Article 15: Limited Warranty

Seller warrants that its products are free from defects in material and workmanship for a period of one year from the date of delivery, except that Seller explicitly makes no warranties as to products or materials manufactured by others. As to products manufactured by others, Purchaser's sole remedy shall be under warranty, if any, made by the original manufacturer. This limited warranty is nontransferable or assignable.

It is the Purchaser's responsibility to notify Seller in writing at matt@atlasgreenhouse.com (email) or mailed overnight mail with tracking to Atlas Greenhouse, Attn: Matt Hughes, P.O. Box 558, Alapaha, GA 31622 within ten (10) calendar days of the occurrence of any claim, defect, or deficiency arising out of materials provided by Seller under the Agreement. Failure of the Purchaser to provide written notice of the occurrence will result in the Purchaser waiving all claims that may be brought against Seller because of or relating to the occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims. Upon receiving notice, Seller will within a reasonable time inspect the Materials, and if the cause of the defect is within the coverage as stated above, the Seller will arrange for repairs/replacements to be made. If the cause of the damage is not covered by the warranty, Seller will notify Purchaser that the damage is not covered, and Seller shall not be liable to Purchaser for the cost of repairs or damage.

Purchaser's remedies hereunder are limited to the repair and/or replacement of goods manufactured by Seller as provided herein. Any warranty provided by Seller shall be void if Purchaser fails to pay for any materials ordered pursuant to the Agreement.

The obligations of Seller herein are in lieu of all others, and Seller makes no other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness, for any purpose. Under no circumstances shall Seller be liable for any special or consequential damages, even if Seller has been notified of the possibility the same.

Purchaser shall hold and protect all products for which Purchaser has given notice, as stated above, until Purchaser is specifically instructed to do otherwise by Seller. While such products are under Purchaser's protection, Purchaser shall be liable for all damages to said products.

Non-code or non-certified structures acquired by the Purchaser are done so at the Purchaser's own risk. Purchaser shall indemnify Seller from any liabilities or costs including attorneys' fees for structural failure or any legal action taken by governing agencies for nonconformance.

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. If the structure set forth in this proposal is structurally certified by a licensed structural engineer, the certification is based on figures for a continuously heated greenhouse. The Purchaser understands that it is required to regulate the inside temperatures to avoid excessive snow loads.

Purchaser understands that the cost of structural certification not requested at time of purchase but requested after Purchaser received structure and signed delivery receipt will be charged to Purchaser. In addition, any components (additional trusses, purlins, spacings, braces, etc.) necessary to meet the required certification will be charged to the Purchaser. Purchaser is responsible for informing Seller of required loads for the county in which the structure is to be located.

Seller shall not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from: (a) the failure of the Purchaser to always regulate inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment), (b) the failure of the Purchaser to complete timely installation of said equipment.

EXCLUSIONS TO WARRANTY

Including the exclusions mentioned elsewhere in this agreement, Seller disclaims all liability for claims arising out of the exclusions listed below. Purchaser acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of these claims. This express workmanship warranty does NOT cover the following:

1) Defects or damage caused by:

- (a) Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes.
- (b) Temperature fluctuations.
- (c) Structural failures, such as cracks in foundations or other surfaces; damages caused by water intrusion unrelated to the work.

- (d) Changes in original principal usage unless approved in advance in writing.
 - (e) Repairs by others including, but not limited to, servicing or maintenance unless prior written approval is obtained.
 - (f) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Builder's control.
 - (g) Failure of Purchaser to maintain the purchased Materials.
 - (h) Sinkholes, shifting soils, or other ground subsidence condition.
 - (i) Purchaser negligence, misuse, abuse or alteration.
- 2) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- 3) Any condition that is not in strict accordance with Seller's installation instructions.

Article 16: Limited Equipment Warranty

Seller is a manufacturer or distributor for products and equipment used in the greenhouse industry. These product manufacturers have stated warranty procedures that must be followed to validate the warranty. These warranty procedures are typically included with the product's original packaging. Each product manual should be retained for servicing the product and warranty procedures. If the service manual and/or warranty procedures cannot be located, please call and ask for technical support. Subject to the other requirements and exceptions in this Agreement, Seller will warranty defective parts and motors for fans, shutters, pumps, heaters, thermostats, and curtain motors for a period of one year. However, all warranties are null and void when improperly wired or used. Upon inspection and testing, if the motor or part was improperly wired or used, the Purchaser will be billed. Seller has found that most claims for a defective motor or part are caused by initial improper wiring. Motors and heaters should be wired/installed by a licensed professional with experience in commercial equipment. Most claims of shortages are caused by Purchaser inexperience. Purchaser should inspect, identify, and recognize all parts, bundles, and equipment before beginning construction.

Article 17: Design Parameters

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. Purchaser understands that they are required to regulate inside temperature to avoid excessive snow loads. Seller shall therefore not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from (a) the failure of the Purchaser to at all times regulate and maintain proper inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment) (b) the failure of the Purchaser to complete timely installation of said equipment.

Article 18: Foundations

Foundation options shown in this manual are for illustration purposes only and are intended to assist with the layout for posts and may not be suitable for Purchaser's structure. Soil types and densities vary from location to location, even within a specific locale. Different foundation requirements will be based on Purchaser's specific soil conditions, post spacing, wind loads, snow loads, etc. Seller can provide, upon request, engineering calculations to assist in determining foundation requirements with a local engineer for Purchaser's structure based on local code requirements. It is the responsibility of Purchaser to obtain all necessary local code information and to inform Seller of the required loads for the county, as well as obtaining any permits which will be necessary. Unless otherwise agreed to in writing by the parties, it is the responsibility of the Purchaser to install this structure on an adequate foundation designed to meet local building codes. Structures using post-in-ground are required to set posts according to foundation design. All structures must have posts set in 3000 PSI commercial grade concrete. Failure to strictly adhere to buildings codes, the requirements set forth in this Agreement or the installation manual shall void all warranties.

Article 19: Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise unenforceable, that provision shall be revised to the extent necessary to make that provision enforceable and legal. In such event, the Contract Documents shall be construed to the fullest extent of the law, to give effect to the Parties' intention in executing the Contract Documents.

Article 20: Waiver of Consequential Damages

The Seller and Purchaser waive claims against each other for consequential damages. In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use or loss of profits.

Article 21: Acts of God

Seller shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, fires, hurricanes and other weather conditions, strikes, war or other causes beyond Seller's reasonable control.

Article 22: No Third-Party Beneficiary

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary.

Article 23: Assignment

This Agreement shall not be assignable by Purchaser without the written consent of the Seller. Any attempt at assignment may be deemed a default.

Article 24: Technical Support

Technical advice is limited by the information provided by the Purchaser and the Purchaser must make the ultimate decision since the Purchaser is on-site.

The Purchaser should consult the instruction manual and have it available when speaking to technical support. There is no guarantee of success of the technical assistance and no additional warranties are expressed or implied based upon any technical assistance given to the Purchaser. Seller is not responsible for the Purchaser's misunderstanding or misapplication of the technical advice given, other than what may qualify under the original warranties, terms, and conditions.

Article 25: Recommendations

1. Store all galvanized square, rectangle, and round tubing in a dry area. Galvanized hat purlins also need a dry area. If a dry, indoor area is not available for storage, cut the bundle straps and separate bundles, allowing air to dry out trapped moisture. Failure to do so will result in white oxidation forming on the metals.
2. A continuous inside temperature of 50°F at 3'-0" above floor level must be always maintained during cold weather or winter conditions. If snow begins to accumulate on the structure, increase the temperature until the accumulation is no longer present. Failure to do so will allow snow and ice to accumulate which may result in a structural failure due to excessive accumulation.
3. In case of heating failure, Seller recommends having an alternative heat source and/or generator and spare parts to allow for product function until full repairs or replacements can be made.
4. Maintain the poly covering to have a snug or almost tight fit year-round, it will expand, or contract based on changing temperatures and wind. Poly must not sag between framing members – failure to do so may result in pocketing of rain/snow which can cause serious damage or structural failure.
5. It is the Purchaser's responsibility to ensure that double poly systems are always inflated. In case of electrical failure, use a generator to keep the inflation system running.
6. When extreme weather conditions are predicted, it is recommended remove poly covering from the structures to prevent structural damage. Ensure all bolts, nuts, anchors, etc. are tightened securely when construction is complete.
7. Extrusions which require 'snap caps' are designed for two layers of 6 mil poly to adequately hold in place: single wide lock, double wide lock, channel lock, Z-lock, Snow Arch gutter, RT Max gutter, Pro Com gutter, wall/hinge extrusion. If using these extrusions with seasonal 4 mil poly, substitute the snap cap for stainless steel wire.

Approval and Acceptance:

Purchaser has reviewed and hereby accepts the terms of this Agreement and agrees to be bound by all of the provisions set forth herein.

"PURCHASER" (as defined above):

BY: _____

Name: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765	CONTACT NAME: MMA - Bouchard Region PHONE (A/C, No, Ext): 727-447-6481 FAX (A/C, No): 727-449-1267 E-MAIL ADDRESS: CertsTeam@MarshMMA.com												
INSURED Atlas Greenhouse, LLC 9596 US Highway 82 Alapaha GA 31622	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : The Continental Insurance Company</td><td>NAIC # 35289</td></tr><tr><td>INSURER B : Technology Insurance Company, Inc.</td><td>42376</td></tr><tr><td>INSURER C : American Casualty Co. of Reading PA</td><td>20427</td></tr><tr><td>INSURER D : At-Bay Specialty Insurance Company</td><td>19607</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER A : The Continental Insurance Company	NAIC # 35289	INSURER B : Technology Insurance Company, Inc.	42376	INSURER C : American Casualty Co. of Reading PA	20427	INSURER D : At-Bay Specialty Insurance Company	19607	INSURER E :		INSURER F :	
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INSURER D : At-Bay Specialty Insurance Company	19607												
INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 1698494180**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	7034660214	10/4/2024	10/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7034660228	10/4/2024	10/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7034660245	10/4/2024	10/4/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC4488232	10/4/2024	10/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability			AB670998103	10/4/2024	10/4/2025	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTICE: If required by written contract, Certificate Holder is an additional insured with respect to General Liability, Auto Liability, and Umbrella Liability, subject to the terms, conditions and exclusions of the policies. Coverage with respect to General Liability and Auto Liability is primary and noncontributory. When required by written contract, waiver of subrogation applies in favor of Certificate Holder with respect to General Liability and Auto Liability subject to the terms, conditions and exclusions of the policy.

All of the above are subject to the terms, conditions, and exclusions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

Hardin County Board of Education
Hardin County Board of Education
Elizabethtown KY 42701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Manufacturers' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

Manufacturers' General Liability Extension Endorsement**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

**Manufacturers' General Liability Extension Endorsement**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**Manufacturers' General Liability Extension Endorsement****Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

- i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

**Manufacturers' General Liability Extension Endorsement**

Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$200,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

- E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

**Manufacturers' General Liability Extension Endorsement**

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSUREDS** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**Manufacturers' General Liability Extension Endorsement****20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ATLASGREENHOUSE, LLC

Endorsement Effective Date: 10/04/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7034660228

Policy Effective Date: 10/04/2024

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