

SERVICE AGREEMENT NO. 1284

Police Motorcycles

THIS **Police Motorcycles Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Corpus Christi Harley-Davidson ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Police Motorcycles in response to Request for Bid/Proposal No. 1284 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Police Motorcycles ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.** This Agreement is for 48 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** The total value of this Agreement is not to exceed \$454,671.50, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Pat Eldridge
Police Department
361.886.2696
Pat@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.** The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or

encumbrances. In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Pat Eldridge
Police Management Services Director
321 John Sartain St., Corpus Christi, TX 78401
Fax 361.886.2607

IF TO CONTRACTOR:

Corpus Christi Harley-Davidson
Attn: S. Preston Douglass, Jr.
President
502 South Padre Island Dr., Corpus Christi, TX 78405
Fax: 361.854.3450

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE,**

LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

20. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

21. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:


- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid solicitation document including any addenda (Exhibit 1); then,
- D. the Contractor's bid response (Exhibit 2).

22. Certificate of Interested Parties. Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

- 23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: 

Printed Name: S. Preston Douglas

Title: President

Date: November 30, 2017

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 123
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1. General Requirements/Background Information

The Contractor shall provide ten new factory-built police motorcycles with forty-eight-month maintenance agreement for each. The police motorcycles will be used in high-speed highway and or city traffic and law enforcement work. Units will be driven on all types of roads and road surfaces and must possess outstanding handling characteristics, maneuverability, and stability. Units must be equipped and suitable for licensing and safe use under federal standards and meet all Environmental Protection Agency and National Highway Traffic Safety Administration standards for motorcycles sold in the U.S. market.

2. Scope of Work

The following describes the mechanical and comfort requirements for the ten new police motorcycles.

A. Engine

Piston displacement of not less than 1700cc pushrod-operated, overhead valves with hydraulic, self-adjusting lifters, four valves per cylinder and featuring Engine Idle Temperature Management System (EITMS).

1. Powertrain deluxe chrome group designed for low maintenance: black powder coat finish on engine; chrome rocker boxes, time cover, outer primary housing & transmission cover.
2. Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, time cover, outer primary housing & transmission covers.
3. Compression ratio: 10.0:1
4. Electronic Sequential Port Fuel Injection System (ESPFI)
5. Single Cam design
6. Hydraulic Lifters requiring no maintenance service adjustments
7. Air and Oil cooled
8. Fan-assisted oil cooler

B. Clutch/Transmission

1. Clutch shall be of the latest assist and slip nine plate design, wet
2. Hydraulically actuated clutch system
3. Transmission to be of the latest design, manual type, with not less than six forward speeds
4. Clutch disengage for starter motor operation
5. Primary drive, double-row chain
6. Greaseless shifter shaft with "anti-vibration" rubber spacers

C. Brakes

1. ABS brakes, linking disengages below 25 mph
2. Hydraulic Disc brakes for both front and rear wheels
3. Front brakes having dual disc
4. Rear brakes having a single disc
5. Brakes shall be relatively free of heat fade
6. Calipers-4 Piston
7. Uniform expanding rear rotor

D. Suspension

1. Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement
2. Minimum of 49 mm telescopic front forks

E. Wheels/Tires

1. Cast Aluminum wheels, rim material to be impermeable to compressed air
2. Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement
3. Bead-retention tires designed to remain on wheel during sudden loss of pressure

F. Fuel Tank

1. Fuel tank to have a minimum capacity of five U.S. gallons
2. Must provide a minimum of one gallon 3.8L reserve fuel capacity when main supply is exhausted
3. Electric Fuel pump

G. Electrical System

Electrical system shall be nominal 12-volt as follows:

1. Battery: Sealed, heavy-duty maintenance free, 12-volt, minimum rated capacity – 28 ampere hours (battery council international rating), 270 cold cranking amps
2. Ignition: Non-waste spark, alpha control
3. Charging System: Three-phase, 48-amp high output alternator producing 28 amps at idle, solid state regulator
4. Connectors: Industrial grade throughout, provided with electrical accessory connection
5. Hand Controls: Water-resistant, Integrated switches

6. Starting System: 12-volt starter, solenoid operated engagement, relay required
7. Horn: Sound level audible above motorcycle and traffic-generated noise

H. Lighting

Each motorcycle shall be provided with the following lighting equipment:

1. LED Headlight
2. Front emergency lamps PAR-36, one red and one blue (incandescent)
3. Tail light
4. Turn signals, self-canceling system
5. Flashers, four-way, with independent switch
6. License plate lighting with two blue marker lamps
7. Front fender tip light-amber

I. Visual Displays

1. Speedometer, Analog & Digital speedometer, range 0-120mph (or kph equivalent)
2. Two re-settable trip meters
3. Speed capture with digital speed display
4. Gear indicator
5. Odometer, calibrated, cumulative
6. Tachometer, Analog
7. Fuel level gauge
8. Voltmeter gauge
9. Emergency light activation indicators, separate indicators for front and rear emergency lights
10. Stealth mode activated with indicator
11. Cruise control indicator
12. Sight glass on brake master cylinders
13. Fuel mileage countdown till empty displayed in odometer window when low fuel indicator lamp is lit
14. Turn signal indicators
15. Hazard warning lights indicator
16. Neutral indicator
17. High beam indicator
18. Low oil pressure indicator
19. Engine diagnostic light
20. ABS indicator lamp
21. Security lamp

J. Feature Requirements

1. Seat – Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system
2. Cruise Control-OE standard
3. Stealth mode activated
4. Push to talk switch
5. Power ON for emergency equipment for 30 minutes with ignition OFF
6. Analog and digital speed display with speed capture feature
7. Gear indicator
8. Side stand stand with electronic disengage to prevent drive off with jiffy stand deployed
9. Foot boards pivoting type with non-skid rubber pads
10. Guards front engine guard bar and rear saddlebag guard bars with horizontal saddlebag rails
11. Saddlebags factory installed, law enforcement type injection molded saddlebags, approximately 2000 cubic inches of storage space per bag, water-resistant, utilizing one touch operation latches
12. Final belt drive, with a rubber isolated 68 tooth rear drive sprocket
13. Chrome two into one into two exhaust system
14. Windshield constructed of clear polycarbonate, design to break away with minimal force
15. Adjustable air deflector dark smoke
16. Mirrors two long stem true image mirrors
17. Key one key fits all locks
18. Wheelbase Maximum of 64 inches (1625 mm)
19. Dry weight Minimum of 800lbs
20. Laden seat height 27.3
21. Black and White color scheme approved through the department's specifications/designee
22. Service interval first 1000 miles and then every 5000 miles thereafter
23. Warranty minimum of 24 months, unlimited mileage

K. Emergency Equipment

1. Black rear box to accommodate Coban video camera system and another miscellaneous electronic component necessary for police functions
2. Split red and blue LED lights with clear lens attached to the sides and rear of box
3. Wiring adaptor kit/wiring harness to include adaptor plates, barrel lock assembly, and auxiliary battery

4. Red and blue police LED Lights for mirrors to include any adaptors
5. Front PAR 36 lamps shall be red and blue split lights with extended lens
6. Red and blue engine guard LED lights
7. 100-watt siren speaker
8. 100-watt siren amplifier
9. PA (public address) microphone
10. Stand extension
11. If available, provide any additional cooling kit/accessory for engine or other major part
12. Any mounting brackets necessary to accommodate any of the emergency equipment

L. Communication Equipment

Contractor shall install City supplied communications equipment including radio head, transmitter, speaker, cables, antenna, intercom system and related switches. Final communications system shall be approved by the City.

3. **Maintenance**

- A. Contractor will assume full responsibility for total maintenance incurred in the operation of the equipment.
- B. Contractor will be responsible for infield service and/or pickup and delivery of equipment needing service or repairs under maintenance contract. Upon notification of need repairs, the Contractor shall provide same day priority service. This standard shall apply to a full six-day work week, Monday through Saturday, and include items covered under contract as well as non-contract repairs.
- C. Service Facility must be available within Corpus Christi, TX to service Police Motorcycles.
- D. Contractor will provide a parts lists indicating stock levels at service facility.
- E. Contractor shall provide Original Equipment Manufacturer (OEM) parts
- F. Contractor will repair police motorcycles and keep in good working order, including but not limited to the following:
 1. Parts, lubricants, and labor for all filters and oil changes, and services.

2. Tire replacement due to wear; up to two front and three rear tires per year.
3. All preventive maintenance to include parts and labor.
4. All unscheduled maintenance and repair to include parts and labor.
5. All parts shipping charges, field service travel expenses, and or machine transporting cost to and from Contractor's location where maintenance is performed.

4. **Quality Assurance Provisions**

Prior to delivery, each motorcycle shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's standard pre-delivery service. A checklist shall be completed for each motorcycle, signed by a representative for the organization performing the inspection/service, and delivered with the motorcycle.

5. **Delivery**

- A. All motorcycles to be shipped complete and delivered to:

City of Corpus Christi , Fleet Maintenance

Attn: Frank Olvera

5352 Ayers, Building 3B

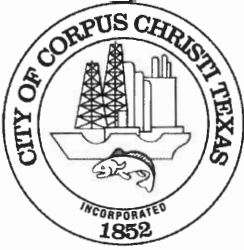
Corpus Christi, TX 78415

Phone Number: 361-826-1676

Email: FranciscoD@cctexas.com

- B. Equipment Manuals - One operator manual shall be delivered to the department at the time of delivery for each of the motorcycles.
- C. Contractor shall provide additional safety documentation researched by an independent source.

Attachment B: Bid/Pricing Schedule



CITY OF CORPUS CHRISTI
BID FORM
PURCHASING DIVISION
RFB No. 1284
Police Motorcycles

PAGE 1 OF 1

Date: 10/24/17

Bidder: CORPUS CHRISTI HARLEY-DAVIDSON Authorized Signature: _____

[Signature]
 PRESIDENT

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for restricting competition regarding prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	New 2017 (or Newer) High Performance Police Motorcycles	10	EA	\$ 24,419.15	\$ 244,191.50
2	Maintenance Agreement	48	MO	\$ 21,048.00	\$ 210,480.00
				Total	\$ 454,671.50

Attachment C: Insurance Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this contract until all insurance required has been obtained_and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
2. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

3. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

B. Additional Requirements

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the

Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States endorsement shall be required if consultant is not domiciled in the State of Texas.

2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
3. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address: City of Corpus Christi

Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

5. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2017 Insurance Requirements
Purchasing
Delivery of Ten New Police Motorcycles
08/07/2017 sw Risk Management

24 Months/Unlimited Miles

Harley-Davidson warrants for any new 2018 Harley-Davidson motorcycle that an authorized Harley-Davidson dealer will repair or replace without charge any parts found under normal use to be defective in factory materials or workmanship. Such repair or replacement of defective parts will be Harley-Davidson's sole obligation and your sole and exclusive remedy under this limited warranty. This limited warranty applies only for the duration identified below.

No person, including Harley-Davidson dealers, may modify, extend or waive any part of this warranty.

As a condition of this warranty, you are responsible for properly using, maintaining, and caring for your motorcycle as outlined in your Owner Manual. Harley-Davidson recommends that you maintain copies of all maintenance records and receipts.

THERE IS NO OTHER EXPRESS WARRANTY (OTHER THAN THE SEPARATE EMISSIONS, NOISE, AND RADIO LIMITED WARRANTIES) ON THE MOTORCYCLE. Any implied warranty of merchantability or fitness for particular purpose is limited to the duration of the express warranty, or to the duration set forth in your state's warranty statutes, whichever is shorter. Any implied warranty is not transferred to subsequent purchasers/buyers of the motorcycle.

The implied warranty of fitness for a particular purpose does not apply if your motorcycle is used for racing, even if the motorcycle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER HARLEY-DAVIDSON NOR ITS AUTHORIZED DEALERS SHALL BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, LOSS OF MOTORCYCLE USE, COMMERCIAL LOSS OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Harley-Davidson and your dealer are not responsible for any time or income that you lose, any inconvenience, the loss of your transportation or use of your motorcycle, the cost of a rental motorcycle, fuel, travel, meals, or lodging, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer. You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity. Harley-Davidson shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

The following terms and conditions apply to this limited warranty:

Duration

1. The duration of this limited warranty is twenty-four months, starting from the earlier of (a) the date of initial retail purchase and delivery of the motorcycle from an authorized Harley-Davidson dealer, or (b) the third anniversary of the last day of the model year of the motorcycle. Your authorized Harley-Davidson dealer will submit an electronic Sales and Warranty Registration form to initiate your limited warranty.
2. Any unexpired portion of this limited warranty will be transferred to subsequent owners, upon the resale of the motorcycle during the limited warranty period.

Owner's Obligations

To obtain warranty service, return your motorcycle at your expense within the limited warranty period to an authorized Harley-Davidson dealer. The authorized Harley-Davidson dealer should be able to provide warranty service during normal business hours, depending upon the workload of the authorized dealer's service department and the availability of necessary parts.

Exclusions

This limited warranty will not apply to any motorcycle.

1. Which has not been operated or maintained as specified in the owner's manual.
2. Which has been abused, neglected, misused, improperly stored, used "off the highway," or used for racing or competition of any kind.
3. Which is not manufactured to comply with the laws of the market in which it is registered.
4. Which has off-road or competition parts installed to enhance performance, a trailer hitch, or has other unapproved modifications (even if these modifications include genuine Harley-Davidson parts and accessories that are not approved for use on your motorcycle). These modifications may void all or parts of your new motorcycle limited warranty. See an authorized Harley-Davidson dealer for details.
5. Which has been subjected to an act of God, war, riot, insurrection, nuclear contamination, natural disasters, including, but not limited to, lightning, forest fires, dust storms, hail storms, ice storms, earthquakes, or floods, or other circumstances out of Harley-Davidson's control.
6. Which has been in an accident or collision or has been dropped or struck.

Other Limitations

This limited warranty does not cover:

1. Parts and labor for normal maintenance as recommended in the owner's manual, or the replacement of parts due to normal wear and tear including, but not limited to, the following: tires, lubrication, oil and filter change, fuel system cleaning, battery maintenance, engine tune-up, spark plugs, brake, clutch, chain/belt adjustment and chain replacement.
2. Cosmetic concerns that arise as a result of owner abuse, lack of proper maintenance or environmental conditions (except concerns that result from defects in factory materials or workmanship, which are covered by this limited warranty for the duration of the limited warranty period).
3. Any cosmetic condition existing at the time of retail delivery that has not been documented by the authorized Harley-Davidson selling dealer prior to retail delivery.
4. Defects or damage to the motorcycle caused by alterations outside of Harley-Davidson's factory specifications or caused by alterations or use of parts or accessories not approved for the make and model year of your motorcycle.
5. Damage caused by installation or use of non-Harley-Davidson components, even those installed by an authorized Harley-Davidson dealership, that cause a Harley-Davidson part to fail. Examples include, but are not limited to performance-enhancing powertrain components or software, exhaust systems, trailer hitches, non-approved tires, lowering kits, handlebars, and add-ons connected to the factory electrical system.
6. **United States customers:** Defects or damage impacting the functionality of powertrain components in a motorcycle that has been tuned using a tuner or calibration that was not covered by a California ARB Executive Order or otherwise approved by EPA.

Important: Read Carefully

1. Authorized Harley-Davidson dealers are independently owned and operated and may sell non-Harley-Davidson products. Because of this, HARLEY-DAVIDSON IS NOT RESPONSIBLE FOR THE SAFETY, QUALITY, OR SUITABILITY OF ANY NON-HARLEY-DAVIDSON PART, ACCESSORY OR DESIGN MODIFICATION INCLUDING, BUT NOT LIMITED TO, LABOR WHICH MAY BE SOLD AND/OR INSTALLED BY AUTHORIZED HARLEY-DAVIDSON DEALERS.
2. This limited warranty is a contract between you and Harley-Davidson. It is separate and apart from any warranty you may receive or purchase from an authorized Harley-Davidson dealer. An authorized Harley-Davidson dealer is not authorized to alter, modify, expand, or in any way change the terms and conditions of this limited warranty.
3. Any warranty work or parts replacement authorized by Harley-Davidson will not preclude Harley-Davidson from later relying on any exclusion where applicable.
4. Harley-Davidson and its authorized dealers reserve the right to modify or service motorcycles designed and manufactured by Harley-Davidson at any time without incurring any additional obligation to make the same alteration or change to a motorcycle previously built and sold. Harley-Davidson reserves the right to provide post-

warranty repairs, conduct repair campaigns, offer good-will or customer satisfaction repairs or extend the warranty coverage for certain motorcycles at its sole discretion. Said repairs or extensions of warranty coverage in no way obligates Harley-Davidson to provide similar accommodations to other owners of similar motorcycles. Sometimes Harley-Davidson may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of your limited warranty. Check with your authorized Harley-Davidson dealer to learn whether such programs are available to you. Your state may prohibit these types of offers, in which case, they may not be available to you.

5. The fact that a part is labeled or branded Harley-Davidson does not necessarily make it appropriate or warranted for the make and model of your motorcycle. The use of parts not designed and tested for your motorcycle may have negative consequences on the performance of your motorcycle and may create conditions not covered by this limited warranty.

The following limited warranty applies to the emission control system, is in addition to the MOTORCYCLE LIMITED WARRANTY and NOISE CONTROL SYSTEM LIMITED WARRANTY, and applies only to Harley-Davidson motorcycles certified for sale, registered, and normally operated in the U.S. Refer to the CALIFORNIA EMISSIONS CONTROL WARRANTY STATEMENT for additional warranty provisions applicable to California motorcycles.

Harley-Davidson Motor Company warrants to the first owner and each subsequent owner that this vehicle is designed, built, and equipped so as to conform at the time of sale with applicable regulations under section 7521 of Title 42 of the United States Code, and that it is free from defects in materials and workmanship which would cause this motorcycle to fail to conform with applicable regulations for five (5) years from the initial retail purchase and delivery from an authorized Harley-Davidson dealer (or five (5) years from the date the motorcycle is first placed in service, if it is first placed in service as a "demonstrator" or "company" motorcycle prior to delivery), or 30,000 km (18641 mi), whichever occurs first. Any unexpired portion of this limited warranty will be transferred to subsequent owners, upon the resale of the motorcycle during the warranty period.

THERE IS NO OTHER EXPRESS WARRANTY (OTHER THAN THE SEPARATE MOTORCYCLE AND NOISE LIMITED WARRANTIES) ON THE MOTORCYCLE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THIS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

The limited warranty period shall begin on the date the motorcycle is delivered to the first retail purchaser or, if the motorcycle is placed in service as a demonstrator or company motorcycle prior to sale at retail, on the date it is first placed in service.

THE FOLLOWING ITEMS ARE NOT COVERED BY THE EMISSION CONTROL SYSTEM LIMITED WARRANTY

1. Failures which arise as a result of misuse, tampering, alterations, accident, acts of nature, or improper or inadequate maintenance as specified in the Owner's Manual.
2. Required maintenance services (as specified in the Owner's Manual) and the replacement of parts (such as spark plugs, fuel and oil filters, etc.) used in required maintenance.
3. Any motorcycle on which the odometer mileage has been changed so that the mileage cannot be determined.
4. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER HARLEY-DAVIDSON NOR ITS AUTHORIZED DEALERS SHALL BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, TOWING OF THE VEHICLE, LOSS OF MOTORCYCLE USE, COMMERCIAL LOSS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Items Covered by this Emission Warranty

The emission control system warranty may cover the following parts if the defect is deemed to be emissions-related:

- Air cleaner assembly
- Cam shaft
- Spark plug
- Ignition coil
- Ignition wires
- Vapor valve
- Catalytic converter
- Crankcase breather
- MAP sensor
- TMAP sensor
- Intake air temperature sensor
- Throttle position sensor
- Fuel injectors
- Induction module or throttle body

- Engine temperature sensor
- Electronic control unit
- Oxygen sensors

Fuel Tank (non-cosmetic failures only)

- Leaks
- Fuel vapor separator
- Fuel cap

If used on the above: hoses, clamps, fittings, tubing, sealing gaskets and mounting hardware.

Detailed instructions for proper maintenance and use of this motorcycle, including the time and/or mileage intervals at which such maintenance is to be performed, may be found in this Owner's Manual under **Service Records**.

Other Rights

This limited warranty gives you specific legal rights, and you may have other rights which vary from state to state.

Recommendations for Required Maintenance

It is recommended that any emission system maintenance be performed by an authorized Harley-Davidson dealer using genuine Harley-Davidson replacement parts. However the maintenance, replacement or repair of the emissions control system may be performed by any other qualified service outlet or individual. Non-genuine Harley-Davidson parts may be used only if such parts are certified to comply with U.S. Environmental Protection Agency Standards.

The following limited warranty applies to the noise control system, is in addition to the MOTORCYCLE LIMITED WARRANTY and EMISSION CONTROL SYSTEM LIMITED WARRANTY, and Harley-Davidson warrants to the first owner and each subsequent owner that this motorcycle is designed and built so as to conform at the time of sale with applicable regulations of the U.S. from defects in factory materials and workmanship which can cause this motorcycle not to meet U.S. Environmental Protection Agency Standards within one (1) year from initial retail purchase of the last day of the model year of the motorcycle, or 6,000 km (3,730 mi) whichever occurs first. Any unexpired portion of this limited warranty will be transferred to subsequent owners, upon demonstrator or company motorcycle, then the limited warranty period may have started and/or expired prior to the initial retail sale. See an authorized Harley-Davidson dealer for details.

THERE IS NO OTHER EXPRESS WARRANTY (OTHER THAN THE SEPARATE MOTORCYCLE AND EMISSIONS LIMITED WARRANTIES) ON THE MOTORCYCLE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

The limited warranty period shall begin on the date the motorcycle is delivered to the first retail purchaser or, if the motorcycle is placed in service as a demonstrator or company motorcycle for the purpose of sale, the date of first sale. THE FOLLOWING ITEMS ARE NOT COVERED BY THE NOISE CONTROL SYSTEM LIMITED WARRANTY

1. Failures which arise as a result of misuse, alteration, or non-performance of maintenance as specified in the Owner's Manual.
2. Replacing, removing, or modifying any portion of the NOISE CONTROL SYSTEM (consisting of the exhaust system and air intake/cleaner assembly) with parts not certified to be noise level compliant.
3. Any motorcycle on which the odometer mileage has been changed so that the mileage cannot be determined.
4. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER HARLEY-DAVIDSON NOR ITS AUTHORIZED DEALERS SHALL BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, LOSS OF PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Other Rights

This limited warranty gives you specific legal rights, and you may have other rights which vary from state to state.

Recommendations for Required Maintenance

It is recommended that any noise system maintenance be performed by an authorized Harley-Davidson dealer using genuine Harley-Davidson replacement parts. The maintenance, replacement, or repair of any noise system component should be performed by a trained technician. Non-genuine Harley-Davidson parts may be used only if such parts are certified to comply with U.S. Environmental Protection Agency Standards.



Harley-Davidson®

EXTENDED
SERVICE PLAN

Today's Date _____
(ESP Sale Date)

SECTION 1. ESP PROOF OF REGISTRATION

Name of Purchaser				Dealer Code	ESP Number HDW-A26728095	
Address		City	State	Zip Code	In-Service Date	ESP Sale Mileage Odometer Reading
Selling Dealer			Telephone		Expiration Date	Expiration Mileage Unlimited
Address		City	State	Zip Code	Year	Make Harley-Davidson
Demo Bike <input type="checkbox"/>	Used Sales Anytime <input type="checkbox"/>	Future Contract Guaranty <input type="checkbox"/> Original ESP #: _____			Engine Size CC	Model
YOUR COVERAGE TERM					Vehicle Identification Number ("VIN")	
NEW MOTORCYCLE / EXTENDED ELIGIBILITY MOTORCYCLE*: (check one below) <input type="checkbox"/> 3 Years/Unlimited Mileage <input type="checkbox"/> 6 Years/Unlimited Mileage <input type="checkbox"/> 4 Years/Unlimited Mileage <input type="checkbox"/> 7 Years/Unlimited Mileage <input type="checkbox"/> 5 Years/Unlimited Mileage * Coverage Term is measured from the In-Service Date as defined in this ESP.					Motorcycle Purchase Price	ESP Price
					Covered Components/Parts: PER ESP TERMS	DEDUCTIBLE: \$50 / \$100**
USED MOTORCYCLE**: (check one below) <input type="checkbox"/> 1 Year/Unlimited Mileage <input type="checkbox"/> 4 Years/Unlimited Mileage <input type="checkbox"/> 2 Years/Unlimited Mileage <input type="checkbox"/> 5 Years/Unlimited Mileage <input type="checkbox"/> 3 Years/Unlimited Mileage ** Coverage Term is measured from the ESP Sale Date.					** The Deductible for each Breakdown/Road Hazard Event repair made at the Selling Dealer or another Harley-Davidson location is fifty dollars (\$50). The Deductible for each Breakdown/Road Hazard Event repair made at another licensed repair facility is one hundred dollars (\$100). Deductible for Road Hazard Events applicable only when Tire and Wheel Coverage is purchased with this ESP.	
					Lienholder (if applicable)	
POLICE MOTORCYCLE: (Certain limitations and exclusions apply; see subsection 4(D), for details.) <input type="checkbox"/> 3 Years/Unlimited Mileage <input type="checkbox"/> 4 Years/Unlimited Mileage <input type="checkbox"/> 5 Years/Unlimited Mileage						

☐ **OPTIONAL TIRE AND WHEEL COVERAGE / UNLIMITED MILEAGE** (Not available for Police Motorcycles)

SECTION 2. IMPORTANT INFORMATION

- A. The terms "We," "Us," and "Our" refer to the obligor of this Harley-Davidson Extended Service Plan ("ESP"), which is Continental Service Provider, Inc., 4150 N. Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, 800-527-7665. Our obligations to You under this ESP are guaranteed under Service Contract Reimbursement Insurance Policy No. WNC0045002, issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604 312-822-5000. You may make a claim with Continental Casualty Company if We do not settle Your claim or provide service within sixty (60) days of receipt of the Required Documents. **This ESP is not an insurance policy and You are not required to purchase this ESP to either purchase or obtain financing for Your Motorcycle.**
- B. "You" and "Your" mean the purchaser as set forth above in Section 1, ESP Proof of Registration, or a transferee pursuant to subsection 8(B), Transfer Guaranty. Other words and phrases that have particular meaning are capitalized throughout this ESP and are set forth in Section 12, Definitions.
- C. CNA National Warranty Corporation is the organization We have retained to provide administrative services on Our behalf ("Administrator"). Should You have any questions regarding coverage or benefits under this ESP, You may contact Our Administrator at the Harley-Davidson Service Center, P.O. Box 2840, Scottsdale, AZ 85252-2840, 800-527-7665, ext. 411.

SECTION 3. AGREEMENT / ACKNOWLEDGEMENT

- A. In consideration of the ESP Price as set forth above in Section 1, ESP Proof of Registration, We agree to provide the coverage detailed below in Section 4, Coverage, only to You for Your Motorcycle for the Coverage Term indicated by the marked selection above, subject to all terms, conditions, limitations and exclusions contained in this ESP (Sections 1 through 14). See Section 14, State Requirements, for changes that may apply.
- B. The Coverage Term for Your New Motorcycle or Your Extended Eligibility Motorcycle is measured from the In-Service Date regardless of the ESP Sale Date, and continues until the Expiration Date, subject to any corrections, cancellations or amendatory ESP Endorsements as may be issued by Our Administrator as more particularly set forth herein. **Note: If, as of the ESP Sale Date set forth above, Your Motorcycle retains any balance under its Harley-Davidson Factory Warranty, Your Coverage Term will be measured from the In-Service Date, regardless of the ESP Sale Date.**
- C. If You purchased a Used Motorcycle and this ESP on the ESP Sale Date, Your Coverage Term begins on ESP Sale Date and continues until the Expiration Date, subject to any corrections, cancellations or amendatory ESP Endorsements as may be issued by Our Administrator.
- D. **You acknowledge and agree that if this ESP is purchased at any time after the purchase date of Your Used Motorcycle under Our Used Sales Anytime program, Your Coverage Term begins three hundred (300) miles after the ESP Sale Mileage listed above in Section 1, ESP Proof of Registration, regardless of the ESP Sale Date.**
- E. BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE PROVISIONS OF THIS EXTENDED SERVICE PLAN AS A COMPLETE STATEMENT OF YOUR COVERAGE AND RIGHTS, AND THAT YOU ARE NOT RELYING ON ANY WRITINGS OR OTHER REPRESENTATIONS OR PROMISES OTHER THAN IN THOSE CONTAINED IN THIS EXTENDED SERVICE PLAN.

Purchaser's Signature

Date

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SECTION 4. COVERAGE

- A. **COVERED PARTS:** Coverage under this ESP includes only the parts of the components listed below and originally covered under the Harley-Davidson Factory Warranty:
- | | |
|----------------------|--|
| 1. Engine | 9. Electrical System |
| 2. Transmission | 10. Instruments and Gauges |
| 3. Primary Drive | 11. Seals and Gaskets |
| 4. Suspension | 12. LED Lights |
| 5. Steering Assembly | 13. Audio Entertainment System**: Receiver, CD player, navigation system, audio jacks, MP3 player, alarm system. |
| 6. Brake System | 14. Intercom**: Transmitter/receiver, headset, microphone, splitter, console pod, cables and jacks. |
| 7. Fuel System | 15. Fairing Hardware**: Mounting hardware, brackets, switches, covers, latches and hinges. |
| 8. Cooling System | 16. Saddlebag/Travel Trunks**: Bags, travel trunks, latches, hinges, mounting hardware. |
| | 17. Sidecar Hardware**: Mounting hardware, hub, spindle, wheel bearings, brake rotor, caliper, lines and fittings, suspension, latches and hinges. |

** Coverage limited to listed parts.

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SECTION 4. COVERAGE CONTINUED**B. COVERAGE DETAILS:**

1. **Breakdown Coverage:** We agree to reimburse You, or a licensed repair facility directly, for Costs actually incurred for the repair or replacement of Covered Part(s) of Your Motorcycle that fail due to a "Breakdown" — the covered failure of a Covered Part, in normal use and service, to perform its designed functions due to defects in materials or faulty workmanship in its manufacture — for the duration of the Coverage Term, less Your Deductible, subject to all of the terms, conditions, limitations and exclusions set forth in this ESP. In no event shall Our responsibility exceed the amount set forth in subsection 11(F), Limit of Liability. Replacement parts may be new, used, remanufactured, or parts of a like kind and quality when available, as deemed necessary or appropriate by Our Administrator. Pre-existing conditions are not excluded. For each repair visit, You must pay the Deductible for any Breakdown repairs. Additionally, You must pay for all costs that are not covered under this ESP, including the costs for any repairs, replacements or services as described in Section 5, Non-Covered Parts, Services and Conditions. As a condition of coverage, You agree to maintain Your Motorcycle according to the manufacturer's specifications and as described in Section 7, Your Responsibilities for Service and Maintenance. No coverage is due to You, nor will coverage be provided by Us, if We have not received appropriate payment of the ESP Price and supporting documentation from You. Coverage under this ESP does not include repairs which qualify for coverage under Your Motorcycle's Harley-Davidson Warranty or any other warranty.
2. **Tire and Wheel Coverage (Optional):** When Section 1, ESP Proof of Registration, includes a mark indicating optional Tire and Wheel Coverage has been selected and We have received payment for same, We will pay for Costs to repair or replace the original factory equipment or like replacement tires and/or wheels of Your Motorcycle that fail due to a "Road Hazard Event" — contact with a road hazard such as pothole or debris on the road surface like nails, rocks, tree limbs, glass, plastic or any other object or condition not normally found in the roadway — for the duration of the Coverage Term, less Your Deductible, subject to all of the terms, conditions, limitations and exclusions set forth in this ESP. In no event shall Our responsibility exceed the amount set forth in subsection 11(F), Limit of Liability. There is no coverage available and We will not pay for costs to repair or replace tires that fail due to normal wear, damage due to collision (except Road Hazard Event repairs as specifically described above), overloading, dry rot, fire, flood, vandalism, acts of God, abnormal wear, or failures of tires or wheels when tires have less than 3/32 of an inch of tread.
3. **Expense Reimbursement Coverage:** Your ESP coverage includes the following:
 - a. **Rental Reimbursement:** When a Breakdown or Road Hazard Event makes Your Motorcycle inoperative or unsafe to drive and Your Motorcycle must remain in the repair facility overnight, We will reimburse You for Your expenses actually incurred for a rental vehicle when an official receipt is presented from a licensed rental agency. We will pay no more than seventy-five dollars (\$75) per twenty-four (24)-hour period and in no event will Our obligations for rental vehicle reimbursement exceed seven hundred fifty dollars (\$750) for any single Breakdown or Road Hazard Event repair. You must incur this expense between the date of the Breakdown/Road Hazard Event and the date that covered repairs are completed.
 - b. **Pickup Reimbursement:** When a Breakdown or Road Hazard Event makes Your Motorcycle inoperative or unsafe to ride, We will reimburse You for pickup charges for Your Motorcycle which are not otherwise covered or reimbursed to You by any road club or insurance policy or covered under Your Harley-Davidson Factory Warranty when an official receipt is presented from a licensed provider. Our obligations for pickup reimbursement charges shall not exceed two hundred dollars (\$200) for any single Breakdown/Road Hazard Event repair.
 - c. **Travel Lodging Reimbursement:** When a Breakdown or Road Hazard Event disables Your Motorcycle and, as a result, You are stranded overnight more than one hundred (100) miles from Your home, We will reimburse You for Your expenses actually incurred for lodging and meals when an official receipt is presented from a licensed hotel and/or restaurant, as applicable. You must incur these expenses between the date of the Breakdown/Road Hazard Event and the date that covered repairs are completed. We will pay no more than one hundred fifty dollars (\$150) for any twenty-four (24)-hour period and in no event will Our reimbursement obligations exceed four hundred fifty dollars (\$450) for any single Breakdown/Road Hazard Event repair.
- C. **HARLEY-DAVIDSON FACTORY WARRANTY LIMITATION:** When Your Harley-Davidson Factory Warranty covers a repair for a failure that would have otherwise qualified as a Breakdown under the terms of this ESP, We will only reimburse You for Your actual expenses incurred in accordance with Section 4(B)(2) "Tire and Wheel Coverage (Optional)", as applicable, and Section 4(B)(3) "Expense Reimbursement Coverage."
- D. **POLICE MOTORCYCLE COVERAGE DETAILS:** Coverage for Police Motorcycles is available only for New Motorcycles. When this ESP is in effect and the marked selection in Section 1, ESP Proof of Registration, indicates that You have purchased Police Motorcycle Coverage, Your ESP excludes the following benefits:
 1. Coverage for the component(s)/part(s) listed above in subsections 4(A)(13) through subsection 4(A)(17);
 2. Expense Reimbursement Coverage; and
 3. Tire and Wheel Coverage.
- E. **USED SALES ANYTIME:** When this ESP is purchased at any time after the purchase date of Your eligible Used Motorcycle, Your benefits, including Tire and Wheel Coverage if purchased, begin three hundred (300) miles after the ESP Sale Mileage set forth in Section 1, ESP Proof of Registration, regardless of the ESP Sale Date. You are responsible for the full costs of any repairs, replacements, tire and wheel failures and/or related expenses incurred for the first three hundred (300) miles after the ESP Sale Mileage set forth in Section 1, ESP Proof of Registration. Your Used Motorcycle must first be professionally inspected, test-driven and certified to be in good operational condition by Your Selling Dealer in accordance with Our Used Sales Anytime Motorcycle

Inspection Checklist in order to be eligible for coverage under Our Used Sales Anytime program. Motorcycle eligibility shall be determined pursuant to Our Used Sales Anytime program guidelines.

SECTION 5. NON-COVERED PARTS, SERVICES, AND CONDITIONS

- A. **NOTICE OF EXCLUSIONS:** During the Coverage Term of this ESP, costs for Non-Covered Parts, Non-Covered Conditions and Non-Covered Services that may arise in connection with Your Motorcycle are Your responsibility. This ESP does not cover, and We will not pay for, the repair, replacement, or adjustment of parts that are not expressly covered under the terms and conditions of this ESP. Additionally, this ESP does not cover, and We will not pay for, any Subsequent Damage — any damage caused to Non-Covered Part(s) by Covered Part(s) or any damage caused to Covered Part(s) by Non-Covered Part(s), Non-Covered Services and/or Non-Covered Conditions. Examples of Non-Covered Parts, Non-Covered Conditions and Non-Covered Services are listed below in subsections B, C and D. If a part serves the same function as a Non-Covered Part, it is also a Non-Covered Part. If a repair or maintenance procedure produces the same result as a Non-Covered Service, it is also a Non-Covered Service. There is no coverage available under the provisions of this ESP for the repair or replacement of Covered Part(s) which have experienced a failure that is not due to a Breakdown.
- B. **NON-COVERED PARTS:** Non-Covered Parts include, but are not limited to, the following:
 1. Antenna mast and mirrors.
 2. Audio speakers and wiring, cellular telephone.
 3. Battery, fuses, and fusible links.
 4. Belts, hoses, lines and clamps.
 5. Body parts, windshield and their mounts.
 6. Brake pads.
 7. Exhaust system rust-out or discoloration.
 8. Fairing (except those parts listed in subsection 4(A)(15) above).
 9. Filters and filter housings.
 10. Final drive chain or belt.
 11. Frame (except integral oil/fuel tanks).
 12. Glass, fogged or hazy headlight lenses, sealed beams and light bulbs.
 13. Mufflers or baffles.
 14. Sidecar (except those parts listed in subsection 4(A)(17) above).
 15. Spark plugs and plug wires.
 16. Tires, wheels and spokes, unless:
 - a. Your purchase of this ESP included Tire and Wheel Coverage; and
 - b. Damage is due to a Breakdown or Road Hazard Event.
 17. Trailer hitch.
 18. Trim, upholstery and paint.
- C. **NON-COVERED SERVICES:** Non-Covered Services include, but are not limited to, the following:
 1. Scheduled maintenance services.
 2. Engine tune-up.
 3. Transmission service.
 4. Replacement or addition of fluids and lubricants.
 5. Cleaning of fuel and cooling systems.
 6. Removal of carbon, sludge, varnish or other contaminants.
 7. Alignment or adjustment of parts, unless necessary in connection with a Breakdown repair.
 8. Ignition/fuel system adjustments and calibrations.
 9. Correction of water leaks, squeaks and rattles.
 10. Wheel balancing or spoke adjustment, unless:
 - a. Your purchase of this ESP included Tire and Wheel Coverage; and
 - b. Damage is due to a Breakdown or Road Hazard Event.
- D. **NON-COVERED CONDITIONS:** Non-Covered Conditions include, but are not limited to, the following:
 1. ANY EXPENSE INCURRED IN CONNECTION WITH REPAIRS PERFORMED WITHOUT RECEIPT OF PRIOR AUTHORIZATION FROM OUR ADMINISTRATOR, AS REQUIRED PURSUANT TO SUBSECTION 6(A), HOW TO FILE A CLAIM.
 2. Any loss or expense if Your Motorcycle is used or equipped for towing, delivery, or emergency purposes (except Harley-Davidson Police Motorcycles covered under a Harley-Davidson ESP); competitive driving, racing, contests of speed; or overloading (including occupants, cargo or tow loads) in excess of the maximum weights specified in Your Harley-Davidson owner's manual.
 3. Any damage due to collision or upset, breakage of glass, missile or falling objects; fire; theft, larceny; explosion, earthquake, windstorm, hail, water, flood; rust, corrosion, contamination, foreign objects; malicious mischief, vandalism, riot or civil commotion; acts of terror; lightning, nuclear contamination, acid rain, fading, environmental or industrial fallout; freezing, ultraviolet rays, rotting, mold, or smoke.
 4. Any loss normally covered by a motorcycle insurance policy including injury or death to any person or persons.
 5. Any failure, even of a Covered Part, if it is covered by the Harley-Davidson Factory Warranty, any limited warranty, manufacturer's warranty recalls, campaigns, repairer's guarantee, road club or any other guarantee, warranty or insurance policy.
 6. Any part which the United States Environmental Protection Agency, or the state regulatory agency where Your Motorcycle is registered, has determined is emissions-related and that is included on a current published list of such parts and is within the listed time and mileage emissions warranty period.
 7. Any diagnostic, disassembly, or tear-down charges and other charges incurred in connection with any Non-Covered Parts, Non-Covered Services or Non-Covered Conditions.
 8. Any expense for the modification of, or alteration to, existing parts or systems necessitated by the replacement of obsolete, superseded or unavailable parts with current replacement parts.

9. Any failure, even of a Covered Part, caused by sludge buildup, contaminants, foreign objects, improper amount or type of fluids, lubricants or coolants, or a mechanical breakdown or problem related to failure to perform scheduled maintenance services as set forth in Section 7, Your Responsibilities for Service and Maintenance.
10. Any damage, even to a Covered Part, resulting from continued operation or caused by Your failure to take reasonable precautions to prevent further damage when an apparent problem exists, such as stopping Your Motorcycle immediately or having it towed.
11. Any Consequential Damage, except as otherwise expressly stated as covered by this ESP.
12. Any failure, even of a Covered Part, if the odometer is inoperative or has been altered or tampered with during the time You owned Your Motorcycle so that the actual driven mileage cannot be determined.
13. Your Motorcycle if it has been modified with any aftermarket and/or non-street legal alterations to the powertrain, the suspension (including tire or wheel sizes) and/or a non-EPA compliant exhaust system if the ESP claim was caused or contributed to by the modification of the non-compliant system.
14. Fees or expenses charged for shop supplies and for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
15. Your Motorcycle if Harley-Davidson has voided, suspended or rescinded the Harley-Davidson Factory Warranty.
16. Your Motorcycle if it has been salvaged or declared a total loss, or if its title has been branded.
17. Any oil consumption, loss of compression or cylinder wear (Used Motorcycles only).

SECTION 6. WHAT YOU MUST DO IF YOU EXPERIENCE A BREAKDOWN OR ROAD HAZARD EVENT

A. HOW TO FILE A CLAIM:

1. Use all reasonable means to protect Your Motorcycle from further damage resulting from continued operation.
2. Return Your Motorcycle to either: (a) the Selling Dealer or (b) another Harley-Davidson location, to determine the cause of the problem. If this is not possible, call Our Administrator at the Harley-Davidson Service Center for instructions. DO NOT AGREE TO HAVE REPAIRS PERFORMED UNDER THE TERMS OF THIS ESP UNLESS YOU OR THE REPAIR FACILITY HAS RECEIVED AN AUTHORIZATION NUMBER FROM OUR ADMINISTRATOR.
3. Authorize any charges necessary to determine the cause of the problem. This includes necessary diagnostic and teardown charges. If Our Administrator determines that the failure does not constitute a Breakdown or Road Hazard Event under the terms of this ESP, You must pay for all diagnostic, teardown and repair charges. If an inspection of Your Motorcycle is deemed necessary by Our Administrator, You must permit such inspection to take place before any repairs are begun. Our Administrator has no obligation to inspect Your Motorcycle or to certify its condition before or after repairs are completed.
4. If Your Motorcycle is in need of an emergency repair due to a Breakdown of a serious or urgent nature that renders the Motorcycle inoperable or unsafe to operate for transportation purposes when Our Administrator's offices are closed, You may, at Your discretion, authorize necessary emergency repairs. If any portion of the repair is performed during Our Administrator's normal business hours, You must have the repair facility stop working on Your Vehicle and contact Our Administrator. You are responsible for all expenses and repair costs if it is determined that the failure or the Breakdown is not covered or if it does not qualify as an emergency repair.
5. You or the repair facility must submit all Required Documents to Our Administrator within twelve (12) months of the date of loss before any claim can be processed for payment. These documents must include accurate dates and mileages and detailed descriptions of the parts and services performed as well as the specific charges. These documents may include repair orders, vehicle rental bills and other receipts evidencing amounts claimed under this ESP.

B. DEDUCTIBLE:

1. For each Breakdown or Road Hazard Event repair visit made at the Selling Dealer or other Harley-Davidson location, You must pay the fifty dollar (\$50) Deductible indicated in the "Deductible" box in Section 1, ESP Proof of Registration. If Your Breakdown or Road Hazard Event repairs are made at another repair facility, Your Deductible will be one hundred dollars (\$100) per Breakdown or Road Hazard Event repair visit.
2. No Deductible will be charged for any subsequent Breakdown of a Covered Part which was previously repaired or replaced under this ESP during the Coverage Term.

C. EXCESS CHARGES: You are responsible for any charges for Non-Covered Parts, Non-Covered Services, and Non-Covered Conditions, and for diagnostic and/or teardown procedures that are not listed, or that exceed the labor times listed in the current year's Harley-Davidson flat-rate hourly labor guide. You are also responsible for any charges beyond those authorized by Our Administrator, which may include, but are not limited to, charges for parts, labor, rental, pickup or other services.

SECTION 7. YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE

IF YOU FAIL TO PERFORM ANY PART OF SECTION 7 ACCORDING TO THE REQUIREMENTS BELOW, YOUR COVERAGE UNDER THIS ESP WILL BE RESTRICTED OR DENIED.

A. REQUIRED MAINTENANCE:

1. It is Your responsibility to maintain and service Your Motorcycle according to the service and maintenance schedule published in Your Harley-Davidson owner's manual. If You fail to maintain Your Motorcycle according to the service and maintenance schedule published by the manufacturer of Your Motorcycle and Your failure to

maintain Your Motorcycle is a cause of a Breakdown/Road Hazard Event, Your claim will be restricted or denied.

2. When a known problem exists with Your Motorcycle, it is Your responsibility, and You must take all reasonable steps and use all reasonable means, to protect Your Motorcycle from further damage resulting from continued operation of Your Motorcycle.
- B. REQUIRED RECORDKEEPING:** You must keep repair orders and maintenance receipts issued by the repair facility that serviced Your Motorcycle. Each repair order must show the date of repair, the odometer reading on that date, and a detailed listing of the services performed and part(s) replaced. If You perform Your own maintenance services, You must retain proof-of-purchase receipts. The receipts must clearly show the date the service was performed and the part(s)/lubricant(s) replaced. Such receipts must include a notation indicating the odometer reading at the time the maintenance was performed.

SECTION 8. ESP GUARANTY

A. FUTURE CONTRACT GUARANTY: You may purchase another Extended Service Plan (a "Future Contract") for Your Motorcycle prior to the expiration of this ESP, provided all of the eligibility requirements listed below are met. Contact Your Selling Dealer or the Harley-Davidson Service Center before this ESP expires for details.

1. Your Motorcycle, at the time You request to purchase the Future Contract, must be less than twelve (12) calendar years old with mileage of seventy-five thousand miles (75,000) or less; and
2. Your Motorcycle qualifies under Our then-current underwriting guidelines; and
3. You request to purchase the Future Contract at least five (5) days, but not more than ninety (90) days, prior to the expiration of this ESP; and
4. The Future Contract effective date must begin one (1) day after the Expiration Date of this ESP.

B. TRANSFER GUARANTY: You may transfer the remaining coverage under this ESP when You sell Your Motorcycle to another individual (no dealers, brokers, etc.) prior to the Expiration Date of this ESP. In order to complete the transfer process, You must submit the items listed below to Our Administrator within thirty (30) days of the change of ownership to the subsequent Motorcycle owner. If You fail to comply with the requirements listed below within thirty (30) days of the sale of the Motorcycle, this ESP shall automatically terminate and be of no further force and effect.

1. A letter stating Your intention to transfer this ESP and the name and address of the purchaser.
2. A copy of the bill of sale or sale agreement showing the date and odometer reading of the Motorcycle at the time of sale.
3. Verifiable service records evidencing that You have complied with Section 7, Your Responsibilities for Service and Maintenance, of this ESP.
4. Proof that You have transferred any coverage remaining under the Harley-Davidson Factory Warranty.
5. A transfer fee of twenty-five dollars (\$25).

SECTION 9. YOUR RIGHT TO CANCEL

A. PROCEDURE: You may cancel Your coverage at any time prior to the Expiration Date by surrendering this ESP to the Selling Dealer together with a written cancellation request.

B. REFUND CALCULATION:

1. When You request cancellation within sixty (60) days of the purchase of this ESP for a New Motorcycle or Extended Eligibility Motorcycle, or within thirty (30) days of the purchase of this ESP for a Used Motorcycle and no claim has been made under this ESP, a full refund will be made by the Selling Dealer.
2. When a claim has been made against this ESP or if this ESP has been effective for more than sixty (60) days for a New Motorcycle or Extended Eligibility Motorcycle, or more than thirty (30) days for a Used Motorcycle, the Selling Dealer will make a pro rata refund less a thirty-five dollar (\$35) processing fee paid to Our Administrator. Such refund will be calculated based upon elapsed time from the ESP Sale Date.
3. Our Administrator, its agents and assigns, have no liability to You to make any refund payments.

C. REFUND DISTRIBUTION: When this ESP is financed, the lienholder will be named as an additional or sole payee for any refund due. If Your Motorcycle is repossessed or deemed a total loss and We receive evidence of repossession or total loss, Your cancellation rights under this ESP will transfer to the lienholder and We will name the lienholder as the sole payee of any resulting refund.

SECTION 10. OUR RIGHT TO CANCEL

A. PROCEDURE:

1. We reserve the right to cancel this ESP without notice for the following reasons:
 - a. Your failure to provide Us with payment for this ESP.
 - b. Material misrepresentation by You to Us which includes, but is not limited to, the mileage and equipment on Your Motorcycle.
 - c. A substantial breach of duties under this ESP by You.
2. In the event Your Motorcycle becomes ineligible, or in the event We discover that Your Motorcycle is ineligible, We have the right to cancel this ESP by mailing written notice of cancellation to You at Your address as listed on this ESP in Section 1, ESP Proof of Registration, at least fifteen (15) days prior to such cancellation. The notice shall state the effective date of, and reason for, the cancellation.

B. REFUND CALCULATION:

1. When We cancel within sixty (60) days of the purchase of this ESP, a full refund will be made to You by the Selling Dealer.
2. When a claim has been made against this ESP or if this ESP has been effective for more than sixty (60) days, the Selling Dealer will make a pro rata refund less a thirty-five dollar (\$35) processing fee paid to Our Administrator. Such refund will be calculated based upon elapsed time from the ESP Sale Date.
3. Our Administrator, its agents and assigns, have no liability to You to make any refund payments.

C. **REFUND DISTRIBUTION:** When this ESP is financed, the lienholder will be named as an additional or sole payee for any refund due.

SECTION 11. GENERAL TERMS & CONDITIONS

A. **ESP TERRITORY:** This ESP provides coverage in the United States, including its territories and possessions, and Canada only for failures due solely to the Breakdown of a Covered Part or Road Hazard Event repairs.

B. **COVERAGE TERM:**

1. The marked Coverage Term selection in Section 1, ESP Proof of Registration, indicates Your Coverage Term.
2. The Coverage Term for Your New Motorcycle or Extended Eligibility Motorcycle begins on the In-Service Date, regardless of the ESP Sale Date.
3. When You purchase this ESP at the same time as You purchased Your Used Motorcycle, Your Coverage Term begins on the ESP Sale Date.
4. **When You purchase this ESP for Your Used Motorcycle at any time after the purchase date of Your Used Motorcycle, Your coverage begins three hundred (300) miles after the ESP Sale Mileage set forth in Section 1, ESP Proof of Registration, regardless of Your ESP Sale Date.**
5. Your Coverage Term expires at the earlier to occur of the following: (a) the Expiration Date, (b) Our Limit of Liability, as set forth in subsection F below, is reached, or (c) the transfer of ownership of Your Motorcycle, except as provided pursuant to subsection 8(B) Transfer Guaranty. Your Coverage Term may include all or part of Your Harley-Davidson Factory Warranty.

C. **ESP CHANGES:** If any of the information provided in Section 1, ESP Proof of Registration, of this ESP is omitted or does not conform to Our program guidelines, Our Administrator will correct Your ESP as necessary. When a correction is required, Our Administrator will send You notice of the correction by mailing You an endorsement by first-class mail to Your address, as listed in Section 1, ESP Proof of Registration.

D. **CONTRACT RESTRICTIONS:** When the actual mileage or equipment of Your Motorcycle is misrepresented in Section 1, ESP Proof of Registration, coverage under this ESP may be restricted or denied. When Your Motorcycle is twelve (12) years old or older and/or has over seventy-five thousand (75,000) miles on the odometer on the ESP Sale Date, Your ESP will be rendered void and a full refund will be made to You by the Selling Dealer.

E. **REPAIR FACILITY:** You must take Your Motorcycle to either: (1) the Selling Dealer, (2) another Harley-Davidson location or (3) a licensed repair facility, as authorized by Our Administrator for Breakdown or Road Hazard Event repairs.

F. **LIMIT OF LIABILITY:**

1. **Single Claim Limit:** Subject to the Total Claims Paid Limit set forth in subsection (2) below, Our liability for any Breakdown or Road Hazard Event repair visit shall not exceed the fair market value of Your Motorcycle immediately prior to the Breakdown/Road Hazard Event. Your Motorcycle's fair market value shall be determined by using the National Automobile Dealers Association Official Guide as of the date of loss.
2. **Total Claims Paid Limit:** The total amount which We will pay for all claims paid and/or payable throughout the Coverage Term, including those reimbursements made in connection with Expense Reimbursement Coverage and Tire and Wheel Coverage, shall not exceed the Motorcycle Purchase Price indicated in Section 1, ESP Proof of Registration.

SECTION 12. DEFINITIONS

The following words and phrases have special meanings and appear throughout this ESP as capitalized terms.

"Administrator" or "Harley-Davidson Service Center" means the organization that We have retained to provide administrative and claim services for this Harley-Davidson Extended Service Plan, as stated in Section 13, Our Administrator.

"Breakdown" means a covered failure of a Covered Part, not otherwise excluded, in normal use and service, to perform its designed functions due to defects in materials or faulty workmanship in its manufacture.

"Consequential Damage" means an event or damage that occurs separately as a consequence or result of the failure of a Covered Part or a Non-Covered part, such as loss of time, inconvenience, interruption of business storage charges, or loss of profits or other income, personal injury or property damage.

"Costs" means the actual amounts charged by a licensed repair facility, as authorized by Our Administrator, for the labor and parts necessary to repair or replace (i) Covered Parts arising from a Breakdown of Your Motorcycle or (ii) Road Hazard Events. The Costs for replacement parts are limited to the Harley-Davidson suggested retail price. Replacement parts may be new, used, remanufactured, or parts of a like kind and quality when available, as deemed necessary or appropriate by Our Administrator. Labor time Costs arising in connection with a Breakdown or Road Hazard Event shall be charged in accordance with the current year's Harley-Davidson Labor Time Guide. Covered Costs also include necessary fluids, filters, seals, gaskets and taxes arising only in connection with a Breakdown. Costs do not include any diagnostic, disassembly, service, repair or other charges not authorized by Our Administrator.

"Covered Part(s)" means any of those parts of Your Motorcycle listed in subsection 4(A), "Covered Parts" subject to all other terms, conditions, limitations and exclusions set forth in this ESP.

"Deductible" means that portion of the Costs, as set forth in Section 1, ESP Proof of Registration, that You must pay for each Breakdown or Road Hazard Event repair visit, as applicable.

"ESP" means this Harley-Davidson Extended Service Plan contract, inclusive of all its terms, conditions, limitations and exclusions.

"ESP Sale Date" means the date that You purchased this ESP as set forth above in Section 1, ESP Proof of Registration.

"Expiration Date" means the date indicated in the Expiration Date box in Section 1, ESP Proof of Registration, of this ESP, as may be amended or corrected by Our Administrator as necessary to comply with Our program guidelines in accordance with the terms and conditions of this ESP. The Expiration Date for Your New Motorcycle or Extended Eligibility Motorcycle shall be calculated as beginning on the In-Service Date, regardless of ESP Sale Date. The Expiration Date for Your Used Motorcycle shall be calculated as beginning on the ESP Sale Date.

"Extended Eligibility Motorcycle" means any eligible Motorcycle other than a New Motorcycle or a Used Motorcycle, which: (i) has an ESP Sale Date of thirty (30) days or more from the In-Service Date specified in Section 1, ESP Proof of Registration, or (ii) as of the ESP Sale Date, has an ESP Sale Mileage of greater than two thousand (2,000) miles. Motorcycles are eligible for Extended Eligibility coverage at any time during the term of its Harley-Davidson Factory Warranty coverage.

"Harley-Davidson Factory Warranty" means the Harley-Davidson full manufacturer's new vehicle warranty, provided at no additional cost to You, that covers repairs to correct any Motorcycle defect related to materials or workmanship. For purposes of this ESP, the Harley-Davidson Factory Warranty shall not terminate less than two (2) years from the In-Service Date.

"In-Service Date" means the Harley-Davidson Factory Warranty start date or the first day of use, regardless of the ESP Sale Date.

"Motorcycle" means the eligible New, Extended Eligibility or Used Harley-Davidson Motorcycle identified in this ESP by its VIN as set forth in Section 1, ESP Proof of Registration.

"New Motorcycle" means any eligible Motorcycle, other than an Extended Eligibility Motorcycle or Used Motorcycle, which: (i) has an ESP Sale Date of twenty-nine (29) days or less from the In-Service Date specified in Section 1, ESP Proof of Registration, and (ii) as of the ESP Sale Date, has an ESP Sale Mileage of one thousand nine hundred and ninety-nine (1,999) miles or less, **and** (iii) as of the ESP Sale Date, retains a balance of its Harley-Davidson Factory Warranty.

"Police Motorcycle" means any eligible New Motorcycle police unit sold only to, or for use by, state, county or city governments. Police Motorcycles are subject to certain exclusions of coverage as set forth in this ESP.

"Required Documents" means documentation requested by Our Administrator from You or the repair facility regarding the claimed expenses incurred so that Our Administrator may determine the coverage under the ESP. Documentation includes, but is not limited to, repair orders and invoices, rental vehicle, towing, lodging, and meal receipts, or any other documentation as requested by Our Administrator. Original documentation may be required, as determined by Our Administrator.

"Road Hazard Event" means covered damage to tires and wheels of Your Motorcycle (for which Tire and Wheel Coverage has been included in the purchase of this ESP) that fail due to contact with a road hazard such as pothole or debris on the road surface like nails, rocks, tree limbs, glass, plastic or any other object or condition not normally found in the roadway. There is no coverage available for costs to repair or replace tires that fail due to normal wear, damage due to collision, overloading, dry rot, fire, flood, vandalism, acts of God; abnormal wear; failures of tires or wheels when tires have less than 3/32 of an inch of tread.

"Selling Dealer" means the authorized Harley-Davidson motorcycle dealer from which You purchased this ESP.

"Subsequent Damage" means damage caused to Non-Covered Part(s) by Covered Part(s) or damage caused to Covered Part(s) by Non-Covered Part(s), Non-Covered Services and/or Non-Covered Conditions.

"Used Motorcycle" means any eligible Motorcycle other than a New Motorcycle or Extended Eligibility Motorcycle, which, as of the ESP Sale Date, (i) is less than twelve (12) years old, **and** (ii) has an ESP Sale Mileage of seventy-five thousand miles (75,000) miles or less. You must purchase this ESP on the same date that You purchase Your Used Motorcycle, unless You have purchased this ESP under Our Used Sales Anytime program.

"Used Sales Anytime" means this ESP when it is purchased at any time after the purchase date of Your eligible Used Motorcycle. Motorcycle eligibility shall be determined solely by Us pursuant to Our Used Sales Anytime program guidelines and in accordance with the "Used Sales Anytime" Motorcycle Checklist. Coverage under this ESP, including Tire and Wheel Coverage if purchased, begins three hundred (300) miles after the ESP Sale Mileage set forth in Section 1, ESP Proof of Registration.

"We," "Us" and "Our" mean the obligor of this ESP as identified in Section 2, Important Information.

"You" and "Your" mean the Motorcycle purchaser identified in Section 1, ESP Proof of Registration, of this ESP.

SECTION 13. OUR ADMINISTRATOR

Our Administrator, CNA National Warranty Corporation, is the organization that We have retained to provide administrative and claim services for this ESP. Our Administrator is not a party to this ESP and has no liability to You under the terms and conditions of this ESP. However, You may contact the Administrator at the Harley-Davidson Service Center for assistance in filing Your ESP claim.

HARLEY-DAVIDSON SERVICE CENTER
P. O. Box 2840
Scottsdale, AZ 85252-2840
800-527-7665

SECTION 14. STATE REQUIREMENTS

The state requirements, disclosures and changes below apply to Your ESP if it was issued in one of the following states. State requirements and disclosures supersede all applicable provisions herein.

The following applies in **Alabama, Hawaii, Maine, Minnesota, South Carolina, Texas, Wisconsin and Wyoming:** If We fail to pay Your refund within forty-five (45) days after Your ESP is Cancelled, We will be subject to pay a ten percent (10%) penalty, per month, on the refund amount due. The following applies in **Maryland, Nevada and New Jersey:** If We fail to pay Your refund within forty-five (45) days after Your ESP is Cancelled, We will be subject to pay a ten percent (10%) penalty, per month, on the purchase price of this ESP. The following applies in **Iowa, New York and Washington:** If We fail to pay Your refund within thirty (30) days after Your ESP is Cancelled, We will be subject to pay a ten percent (10%) penalty, per month, on the refund amount due. The following applies in **Hawaii, Iowa, Maine, Maryland, Minnesota, Nevada, New Mexico, South Carolina, Texas, Wisconsin and Wyoming:** The right to cancel this ESP within sixty (60) days of the ESP Sale Date and receive a full refund is not transferable. A full refund will only be available to the initial purchaser named in the ESP Proof of Registration. When this ESP is transferred, a claim has been made against this ESP, or when this ESP has been in Your receipt for more than sixty (60) days, the Selling Dealer will make a pro-rata refund according to Section 9.

SEE ADDITIONAL STATE CHANGES BELOW

ALABAMA: Section 9(B)2 is deleted in its entirety and replaced with the following:

When a claim has been made against this ESP or if this ESP has been in Your receipt for more than sixty (60) days for a New Motorcycle or Extended Eligibility Motorcycle, or more than thirty (30) days for a Used Motorcycle, the Selling Dealer will make a pro rata refund less a processing fee of ten percent (10%) of the ESP Price or twenty-five dollars (\$25), whichever is less. Such refund will be calculated based upon elapsed time from the ESP Sale Date. **Section 10(B)2 is amended to include the following:** The processing fee will be the lesser of ten percent (10%) of the ESP Price or twenty-five dollars (\$25).

ALASKA: Section 5(D)12 is deleted in its entirety and replaced with the following: Any failure, even of a Covered Part, if the odometer is operative or has been altered or tampered with during the time You Owned Your Motorcycle, for the purposes of fraud, so that the actual driven mileage cannot be determined. **Section 9(B)2** is deleted in its entirety and replaced with the following: When a claim has been made against this ESP or if this ESP has been effective for more than sixty (60) days for a New Motorcycle or Extended Eligibility Motorcycle, or more than thirty (30) days for a Used Motorcycle, the Selling Dealer will make a pro rata refund, less any claims paid, and less a processing fee of thirty-five dollars (\$35) or seven and one-half percent (7.5%) of the ESP Price, whichever is less. Such refund will be calculated based upon elapsed time from the ESP Sale Date. **Section 10(A)(1)** is deleted in its entirety and replaced with the following: We reserve the right to cancel this ESP without notice for the following reasons: a. Your failure to provide Us with payment for this ESP. B. Material misrepresentation by You to Us which includes, but is not limited to, the ineligible use or modifications to Your Motorcycle. **Section 10(B)2** is deleted in its entirety and replaced with the following: When a claim has been made against this ESP or if this ESP has been effective for more than sixty (60) days, the Selling Dealer will make a pro rata refund of the unearned ESP Price, less claims paid. Such refund will be calculated based upon elapsed time from the ESP Sale Date. **Your ESP** is amended to include: If We fail to pay the cancellation refund due to You within forty-five (45) days after Your ESP is cancelled, We will be subject to pay a penalty of ten percent (10%) of the unearned ESP Price per month.

ARIZONA: Section 10(A) "Procedure" is amended to include the following: Coverage may not be cancelled or voided due to acts or omissions of the Selling Dealer, or its assigns, or the Dealer's failure to make proper repairs. **Section 10(1)(c)** is deleted in entirety and removed from Your Contract.

CALIFORNIA: Section 2 of Your ESP is amended to include: Our performance to You under this ESP is guaranteed by a California approved insurance company. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 800-927-4357 or access the Department's Internet Website (www.insurance.ca.gov). CNA National Warranty Corporation operates under license #OC94205. Continental Service Provider, Inc. operates under license #OE32746. **Sections 9 and 10** are amended to include the following statement: Any refund due to You will be paid within thirty (30) days. **Section 9(B)2** is deleted in its entirety and replaced with the following: When a claim has been made against this ESP or if this ESP has been in Your receipt for more than sixty (60) days for a New Motorcycle or Extended Eligibility Motorcycle, or more than thirty (30) days for a Used Motorcycle, the Selling Dealer will make a pro rata refund less a processing fee of twenty-five dollars (\$25) or ten percent (10%) of the ESP Price, whichever is less. Such refund will be calculated based upon elapsed time from the ESP Sale Date. **Section 10(A)1** is deleted in its entirety and replaced with the following: We reserve the right to cancel this ESP for any reason within the first sixty (60) days from the ESP Sale Date. After the first sixty (60) days from the ESP Sale Date, We may only cancel this ESP for the following reasons: a. Your failure to provide Us payment for this ESP. b. Misrepresentation by You to Us which includes but is not limited to the mileage and equipment on Your Motorcycle. c. Fraud by You in regard to this ESP. **Section 10(B)2** is deleted in its entirety and replaced with the following: When a claim has been made against this ESP or if this ESP has been in Your receipt for more than sixty (60) days for a New Motorcycle or Extended Eligibility Motorcycle, or more than thirty (30) days for a Used Motorcycle, the Selling Dealer will make a pro rata refund less a processing fee of twenty-five dollars (\$25) or ten percent (10%) of the ESP Price, whichever is less. Such refund will be calculated based upon elapsed time from the ESP Sale Date. **Section 12** "Definitions," the definition of "Administrator" is deleted in its entirety and replaced with the following: "Administrator" means the organization that We have retained to provide administrative and claim services for this Harley-Davidson Extended Service Plan, as stated in Section 13, Our Administrator.

CONNECTICUT: Section 2 of Your ESP is amended to include: Complaints may be addressed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, ATTN: Consumer Affairs. This ESP will not expire while Your Motorcycle is in a repair facility for a covered Breakdown.

FLORIDA: The following statements in Section 2 of Your ESP are amended as follows: "We," "Us," and "Our" refer to the obligor of this ESP which is CNA National Warranty Corporation – Florida, License #60098 located at 4150 N. Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, 888-882-0200. Our obligations to You under this Contract are guaranteed under a designated service contract reimbursement insurance policy issued by Continental Insurance Company, Policy Number WNC 0045003, 333 S. Wabash Ave., Chicago IL 60604, 312-822-5000. The rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulations. Our Administrator is CNA National Warranty Corporation – Florida. The processing fee of **Section 9(B)** shall not exceed the lesser of ten percent (10%) of the unearned premium or thirty-five dollars (\$35). **Section 10(A)** is deleted in its entirety and replaced with the following: We reserve the right to cancel this Contract for any reason within sixty (60) days of the ESP Sale Date. We will mail You written notice indicating the reason for the cancellation and the effective date of the cancellation. After sixty (60) days, We may not cancel this ESP except for the following reasons: 1. Your failure to provide Us with payment for this ESP, in which case We shall provide You with notice of cancellation by certified mail. 2. Material misrepresentation or fraud at the time of sale. 3. The odometer has been tampered with or disabled and You have failed to repair the odometer. 4. You have failed to maintain Your Motorcycle as prescribed by the manufacturer. The thirty-five dollar (\$35) processing fee of **Section 10(B)2** is deleted from Your ESP.

GEORGIA: Section 2 of Your ESP is amended to include: Complaints may be filed with the Office of the Commissioner of Insurance at: Office of Commissioner of

Insurance, 716 West Tower, Floyd Building, #2 Martin Luther King Jr. Dr., Atlanta, GA 30334. **Section 5(D)9** is deleted in its entirety and replaced with the following: Any failure, even of a Covered Part, caused by contaminants, foreign objects, improper amount or type of fluids, lubricants or coolants, or a mechanical breakdown or problem related to failure to perform scheduled maintenance services as set forth in Section 7, Your Responsibilities for Service and Maintenance. **Section 5(D)13** is deleted in its entirety and replaced with the following: Your Motorcycle if it has been modified by you or with your knowledge, with any aftermarket and/or non-street legal alterations to the powertrain, the suspension (including tire or wheel sizes) and/or a non-EPA compliant exhaust system if the ESP claim was caused or contributed to by the modification of the non-compliant system. The processing fee of **Section 9(B)** is not to exceed the lesser of ten percent (10%) of the pro rata refund amount or thirty-five dollars (\$35). **Section's 9 and 10** are amended to include: If We do not pay Your refund due within forty-five (45) days after cancellation, We will be subject to pay a twenty-five percent (25%) penalty of the amount of the return of the unearned premium and interest equal to eighteen percent (18%) per annum until such time that proper return has been made. **Section 10(A)1** is deleted in its entirety and replaced with the following: We may only cancel this ESP due to fraud, material misrepresentation or nonpayment. A 10 day written notice will be mailed out for nonpayment or if the ESP has been in effect less than 60 days. A 30 day written notice will be mailed out if the ESP has been in effect 60 days or more and cancels for fraud or material misrepresentation. **Section 10(A)2** is deleted in its entirety and replaced with the following: In the event Your Motorcycle becomes ineligible, or in the event We discover that Your Motorcycle is ineligible, We have the right to deny coverage under this ESP. There will be no processing fee under **Section 10(B)**.

IDAHO: Section 2 of Your ESP is amended to include: Coverage is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: Section 4(B) "Coverage Details" is amended to include: Normal wear and tear is covered except where excluded in Section 5 "Non-Covered Parts, Services and Conditions" and Section 4(B)2 "Optional Tire and Wheel Coverage." The processing fee under **Section 9(B)2** and **Section 10(B)2** will be the lesser of ten percent (10%) of the ESP Price or thirty-five dollars (\$35).

INDIANA: Proof of payment to a Selling Dealer that issued this ESP or to the Administrator of this ESP constitutes proof of payment to Continental Casualty Company. This Extended Service Plan is not insurance and is not subject to Indiana insurance law.

IOWA: Section 2 of Your ESP is amended to include: Complaints may be filed with the Iowa Commissioner of Insurance at: at: Iowa Commissioner of Insurance, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309, 515-281-5705. **Section 9(A)** "Procedure" is amended to include the following: If You cancel the ESP, We will mail a written notice of termination to You within fifteen (15) days of the date of the termination.

LOUISIANA: Section 9(B) and **Section 10(B)** are deleted in their entirety and replaced with the following: When this Contract is cancelled within sixty (60) days of the purchase of this Contract, a full refund will be made by the Selling Dealer. If the Contract has been in Your receipt for more than sixty (60) days, the Selling Dealer will make a pro rata refund less a thirty-five dollar (\$35) fee paid to Our Administrator. Such refund will be calculated upon elapsed time from the Contract Sale Date. Our Administrator has no liability to You to make any refund payments.

MAINE: Sections 9 and 10 are amended to include the following statement: The processing fee will not exceed the lesser of ten percent (10%) of the ESP Price or thirty-five dollars (35\$). **Section 10(A)1** is deleted in its entirety and replaced with the following: We reserve the right to cancel this ESP by mailing written notice of cancellation to You at Your address at least fifteen (15) days prior to cancellation for the following reasons: 1. Your failure to provide Us with payment for this ESP; 2. Material misrepresentation by You to Us which includes, but is not limited to, the ineligible use or modifications to Your Motorcycle; or 3. A substantial breach of duties under this ESP by You. The notice shall state the effective date of the cancellation and the reason for cancellation.

MARYLAND: Section 2(A) of Your ESP is deleted in its entirety and replaced with the following: The terms "We," "Us," and "Our" refer to the obligor of this Contract which is Continental Service Plan, Inc., 4150 N. Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, 800-722-4758. Our obligations to You under this ESP are guaranteed under a service contract reimbursement insurance policy issued by Continental Insurance Company, 333 S. Wabash Ave., Chicago, IL 60604 312-822-5000. You may make a claim with Continental Insurance Company if We do not settle Your claim or provide service within sixty (60) days of receipt of the Required Documents. **This ESP is not an insurance policy and You are not required to purchase this ESP to either purchase or obtain financing for Your Motorcycle.** You may also elect to settle a dispute through the Consumer Protection Division of the Maryland Attorney General.

MINNESOTA: Section 10(A)1 is deleted in its entirety and replaced with the following: We reserve the right to cancel this ESP by mailing written notice of cancellation to You at Your address at least five (5) days prior to cancellation for the following reasons: a. Your failure to provide Us with payment for this ESP; b. Material misrepresentation by You to Us which includes, but is not limited to, the mileage and equipment on Your Motorcycle; or c. A substantial breach of duties under this ESP by You.

MISSOURI: Section 2(A) is amended to include the following: The terms "We," "Us," and "Our" refer to the provider of this Harley-Davidson Extended Service Plan ("ESP"), which is Continental Service Provider, Inc., 4150 N. Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, 800-527-7665. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy issued by **Continental Casualty Company** at 333 S. Wabash Ave., Chicago IL 60604 312-822-5000. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, or if the provider fails to make a refund within sixty (60) days of the refund request, the contract holder is entitled to make a claim directly against the insurance company, **Continental Casualty Company** at 333 S. Wabash Ave., Chicago IL 60604 312-822-5000.. **Section 6** is amended to include the following: Our claims administrator's toll free number is 800-527-7765. **Section 9(A) & 9(B)** are deleted in their entirety and replaced with the following: You may cancel the contract at any time by submitting a written cancellation request to Us or the Dealer. If You cancel within the Free Look Period, which is within sixty (60) days of the purchase of this service contract for a

New Motorcycle or within thirty (30) days of the purchase of this ESP for a Used Motorcycle, and no claim has been made under the contract, the contract is void and We or the Dealer shall refund to the contract holder the full purchase price of the contract. A ten percent (10%) penalty of the amount outstanding per month shall be added to a refund that is not paid within forty-five (45) days of return of the contract. If a claim has been made under the contract during the Free Look Period and the contract is returned, We or the Dealer shall refund to the contract holder the full purchase price less any claims that have been paid. The applicable Free Look Period shall apply only to the original service contract purchaser. If You cancel after the Free Look Period, We or the Dealer shall refund to the contract holder one hundred percent of the unearned pro rata provider fee, less any claims paid, and less a \$35.00 administrative fee. We shall mail a written notice to the contract holder within forty-five (45) days of the date of termination. Our Administrator, its agents and assigns have no liability to You to make any refund payments. Section 12 is amended to include: The term “Costs” is amended to include: Replacement parts may be new, used, remanufactured, or parts of a like kind and quality when available, as deemed necessary or appropriate by Our Administrator. These replacement parts shall comply with applicable state and federal laws.
NEBRASKA: Section 2(A) is deleted in its entirety and replaced with the following: The terms “We,” “Us,” and “Our” refer to the obligor of this Harley-Davidson Extended Service Plan (“ESP”), which is Continental Service Plan, Inc., 4150 N. Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, 800-345-0191. Our obligations to You under this ESP are guaranteed under Service Contract Reimbursement Insurance Policy No. WNC0045000 issued by The Continental Insurance Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. You may make a claim with The Continental Insurance Company if We do not settle Your claim or provide service within sixty (60) days of receipt of Your proof of loss. This ESP is not an insurance policy and You are not required to purchase this ESP to either purchase or obtain financing for Your Motorcycle.
NEVADA: Your ESP is amended to include the following: Your ESP is not Renewable. Section 5(D)13 is amended as follows: This condition will not exclude coverage on any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract. 5(D)15 is deleted in its entirety and replaced with the following: Any damage, even to a Covered Part, if its manufacturer has voided or rescinded its factory warranty if the ESP claim was caused by or contributed to by parts that would have otherwise been eligible for coverage under such factory warranty. Section 10(A)1 is deleted in its entirety and replaced with the following: We reserve the right to cancel this ESP within seventy (70) days of the ESP Sale Date, for any reason. We will not cancel Your ESP that has been in effect for at least seventy (70) days, before the Expiration Date or one (1) year after the effective date of the ESP, whichever occurs first, except for: a. Failure by You to pay Us when due; b. You are convicted of a criminal act which results in an increase in the service required under the ESP; c. material misrepresentation by You in obtaining the ESP or in presenting a Claim for service under the ESP; d. Discovery of an act or omission by You or a violation by You of any condition of the ESP which occurred after the effective date of the ESP and substantially and materially increased the service required under the ESP; or e. A material change in the nature or extent of the required service or repair which occurs after the effective date of the ESP and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the ESP was issued or sold. Section 10(B)1 is deleted in its entirety and replaced with the following: If We cancel within seventy (70) days of the ESP Sale Date, a full refund will be made to You by the Selling Dealer. Section 10(B)2 is deleted in its entirety and replaced with the following: If this ESP has been effective for more than seventy (70) days, the Selling Dealer will make a pro rata refund. Such refund will be calculated based upon elapsed time from the ESP Sale Date. No Cancellation of the Contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You at the last known address.
NEW HAMPSHIRE: Section 2 of Your ESP is amended to include: In the event You do not receive satisfaction under this ESP, You may contact the New Hampshire Insurance Department at: New Hampshire Insurance Department, 21 South Fruit St., Suite 14, Concord, NH 03301.
NEW MEXICO: Section 9(B) “Refund Calculation” is amended to include: 4. If You cancel this ESP, Your refund will be sent within sixty (60) days after the ESP is returned. If Your refund is not returned within the sixty (60) days, a ten percent (10%) penalty of the purchase price, for each thirty (30) day period that the refund remains unpaid will be added to the refund. Section 10(A) is deleted in its entirety and replaced with the following: We reserve the right to cancel this ESP for any reason within the first seventy (70) days from the ESP Sale Date. We will not cancel Your ESP that has been in effect for at least seventy (70) days, before the Expiration Date or one (1) year after the effective date of the ESP, whichever occurs first, except for: a. Failure by You to pay an amount when due; b. Your conviction of a crime which results in an increase in the service required under this ESP; c. Discovery of fraud or material misrepresentation by You in obtaining this ESP or in presenting a claim under this ESP; or d. Discovery of either of the following if it occurred after the effective date of the ESP and substantially and materially increased the service required under the ESP: i. Act or omission by You, or ii. A violation by You of any condition of this ESP. Section 10(B)1 is deleted in its entirety and replaced with the following: If We cancel within seventy (70) days of the ESP Sale Date, a full refund will be made to You by the Selling Dealer. Section 10(B)2 is deleted in its entirety and replaced with the following: If this ESP has been effective for more than seventy (70) days, the Selling Dealer will make a pro rata refund less a thirty-five dollar (\$35) processing fee. Such refund will be calculated based upon elapsed time from the ESP Sale Date. No Cancellation of the ESP may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You at the last known address.
NORTH CAROLINA: The processing fee of Section’s 9(B) and 10(B) are not to exceed the lesser of ten percent (10%) of the pro rata refund amount or thirty-five dollars (\$35).
OKLAHOMA: Section 2 of Your ESP is amended to include: Coverage afforded under this ESP is not guaranteed by the Oklahoma Insurance Guaranty Association.

The Oklahoma Service Warranty Association number for Continental Service Provider, Inc. is 861224. Section 9(B)2 is amended to include the following: In the event the contract (ESP) is canceled by You, return of the provider fee shall be based upon ninety percent (90%) of the unearned pro rata provider fee less the actual cost of any service provided under the service warranty contract (ESP). Section 10(B)2 is deleted in its entirety and replaced with the following: In the event the contract (ESP) is canceled by Us, return of premium shall be based upon one hundred present (100%) of unearned pro rata provider fee less the actual cost of any service provided under the service warranty contract (ESP). The thirty-five dollar (\$35) processing fee of Section 10(B) is deleted from Your Contract.
SOUTH CAROLINA: Section 2 of Your ESP is amended to include: In the event of a dispute with the provider of this Contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or (800) 768-3467.
TEXAS: Your ESP is amended to include: Our Administrator’s registration number in Texas is #113. Your unresolved complaints concerning Us or questions about the regulation of service contract providers may be sent to: Texas Department of Insurance, P.O. Box 149091, Austin, TX 78714, 800-599-7467. Section 2(A) is amended to include: You may make a claim with Continental Casualty Company if a refund due to You is not paid before the 46 th day of the date which the ESP is cancelled. Section’s 9(B) and 10(B) are amended to include the following: Cancellation refund amounts will be decreased by any claims paid. There will be no processing fee under Section 10(B) ..
UTAH: Section 2 of Your ESP is amended to include: This ESP is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this ESP is not guaranteed by the Property and Casualty Guaranty Association. Section 6(A)4 is deleted in its entirety and replaced by: If Your Motorcycle is in need of an emergency repair due to a Breakdown You may, at Your discretion, authorize necessary emergency repairs. If any portion of the repair is performed during Our Administrator’s normal business hours, You must have the repair facility stop working on Your Vehicle and contact Our Administrator. You are responsible for all expenses and repair costs if it is determined that the failure or the Breakdown is not covered or if it does not qualify as an emergency repair. Section 6(A)5 is amended to include: Failure to give any notice or file any proof of loss required by the ESP within the time specified in the ESP does not invalidate a claim made by the You, if You show that it was not reasonably possible to give notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. Section 10(A)1 is deleted in its entirety and replaced by: We reserve the right to cancel this ESP before the Expiration Date for reasons including: a. Nonpayment of a premium when due; b. Material misrepresentation; c. Substantial changes in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the ESP; or d. Other substantial breaches of contractual duties, conditions, or warranties. Section 10(A)2 is deleted in its entirety and replaced with the following: If We cancel this ESP within sixty (60) days of the ESP Sale Date, We will deliver written notice to You ten (10) days prior to cancelling the ESP. If We cancel the ESP more than sixty (60) days after the ESP Sale Date, We will deliver notice of cancellation to You at Your address as listed on this ESP in Section 1, ESP Proof of Registration, at least thirty (30) days prior to such cancellation. Cancellation will not be effective until ten (10) days after delivery of written notice. The notice will state the effective date and reason for the cancellation.
WASHINGTON: Section 2(A) is deleted in its entirety and replaced with the following: The terms “We,” “Us,” and “Our” refer to the obligor of this Harley-Davidson Extended Service Plan (“ESP”), which is Continental Service Plan, Inc., 4150 N. Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, 800-345-0191. Our obligations to You under this ESP are guaranteed under Service Contract Reimbursement Insurance Policy No. WNC00045000 issued by The Continental Insurance Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. You may make a claim with The Continental Insurance Company if We do not settle Your claim at any time. The State of Washington has jurisdiction with regard to any civil action in connection with Your ESP. The State of Washington has jurisdiction with regard to any civil action in connection with Your Contract. Washington’s insurance commissioner shall accept service of legal process in any action, suit, or proceeding in any court for Continental Service Plan, Inc. Section 9(B)2 is deleted in its entirety and replaced with the following: When a claim has been made against this ESP or if this ESP has been effective for more than sixty (60) days for a New Motorcycle or Extended Eligibility Motorcycle, or more than thirty (30) days for a Used Motorcycle, the Selling Dealer will make a pro rata refund less a twenty-five dollar (\$25) processing fee paid to Our Administrator. Such refund will be calculated based upon elapsed time from the ESP Sale Date. The processing fee of Section 9(B) and Section 10(B) are not to exceed the lesser of ten percent (10%) of the Contract Price or twenty five dollars (\$25). Your ESP is amended to include: Please Initial below that You have read and understand the following: Section 1, specifically Your Deductible and Expiration Date; Section 4, “Coverage;” Section 5, “Non-Covered Parts, Service And Conditions;” Section 6, “What You Must Do If You Experience A Breakdown Or Road Hazard Event;” Section 7, “Your Responsibilities For Service And Maintenance;” Section 9, “Your Right To Cancel;” Section 10, “Our Right To Cancel;” Section 12, “Definitions;” and additionally that You understand The Implied Warranty of Merchantability on the Motorcycle is not waived if the ESP has been purchased within ninety (90) days of the purchase date of the Motorcycle from Us or the Selling Dealer. [Purchaser’s Initials _____]
WISCONSIN: The following statement is added to Section 2: “THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.” The processing fee of Section 9(B) is not to exceed the lesser of ten percent (10%) of the Service Contract Purchase Price or thirty-five dollars (\$35). Section 10(A) is deleted in its entirety and replaced with the following: We reserve the right to cancel this Contract by written notice at least five (5) days prior to the cancellation, for the following reasons: 1. Nonpayment of the provider fee. 2. Material misrepresentation by You to Us. 3. A substantial breach of duties by You, including but not limited to, the ineligible use or modifications to Your Motorcycle. Section 10(B)2 is amended to include: The processing fee will only be applied to cancellation refunds due to nonpayment of the provider fee. The processing fee shall not exceed the lesser of ten percent (10%) of the Service

SECTION 15. TERRITORY REQUIREMENTS

GUAM: The following statements in Section 2 of Your ESP are amended as follows: "We," "Us," and "Our" refer to the obligor of this ESP which is Harley-Davidson Motor Company Group, LLC. 800-527-7665.

PRIVACY NOTICE

06/01/2016 10:53:11 AM

FACTS	What Does CNAN Do With Your Personal Information?		
WHO?	This Privacy Notice is being provided by the CNAN Companies and applies to the service contract and any personal information obtained by the CNAN Companies in furtherance of performing the services provided under the service contract.		
WHY?	<p>The CNAN Companies collect information that is necessary to review, process or service requests for products, benefits or other services. For example, we collect vehicle information to determine eligibility for coverage and benefits under one or more of our products.</p> <p>Protection of nonpublic, personal information is a matter of great importance to the CNAN Companies. We appreciate the trust our business partners have in us, and we protect that trust by continuing to respect the privacy of all of our service contract purchasers.</p>		
WHAT?	The personal information we collect is obtained from service contract purchasers and is found on the service contract registration forms and any associated claim and cancellation notices. Generally, we request identification information, such as name, address, phone number and email address. Additional information about your vehicle including the VIN number, Selling Dealer, and lienholder is collected in connection with the purchase of the service contract and its coverage selected.		
HOW?	How Does CNAN Disclose Information: We share your personal information only to third parties such as regulatory authorities, the Selling Dealership, independent sales representatives of CNAN, claim services personnel engaged by us or you to provide roadside assistance, vehicle inspections and repairs, and service contract financing. This information is sometimes shared with Harley-Davidson Financial Services and its affiliates to render additional services to you, including: to respond to a court order or subpoena; prevent fraud; security and compliance; collections; and to analyze data about our products and programs.		
	Reasons CNAN Can Share Your Personal Information	Does CNAN Share?	Can You Limit CNAN Sharing?
	For CNAN's everyday business purposes – such as investigating and making decisions about coverages, services, benefits and other decisions associated with your service contract.	YES	NO
	For CNAN's marketing purposes – CNAN does not share your personal information to market CNAN products.	NO	CNAN Does Not Share Your Personal Information for Marketing Purposes
	How Does CNAN Protect Your Information: We restrict access to information to those employees who need to know in order to provide service. We regularly review our security measures and employee education programs to help protect information. We also have physical, electronic, and procedural safeguards in place to protect the information we receive. When we share information with third parties, we require that they have standards to keep this information private. This privacy policy continues to apply even when the service contract purchasers relationship with us has terminated.		
Questions?	If you have any question regarding privacy matters, you may contact us by phone at 800-345-0191, extension 408, or by e-mail at privacymanager@cnanational.com or by mail addressed to CNA National Warranty Corporation, 4150 North Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, Attn: Privacy Manager.		
Definitions	CNAN Companies	Means CNA National Warranty Corporation; CNA National Warranty Corporation – Florida; Continental Service Plan, Inc.; and Continental Service Provider, Inc.	
	Selling Dealer	Means the Harley-Davidson dealership, including its assigns and successors that sold you the service contract that this Privacy Notice is subject to.	
	Affiliates	Means a company related by a common ownership or control.	
	Independent Sales Representatives of CNAN	Means unaffiliated representatives of the CNAN Companies who work with and hold relationships with the Selling Dealer and CNAN collectively.	
	Nonaffiliates	Means companies not related by a common ownership or control.	