



# Western Surety Company

## JANITORIAL SERVICE BOND

Bond No. 63684156

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify AT HEIGHT, LLC

of PMB 543 23316 NE REDMOND FALL CITY RD, REDMOND, WA 98053

(the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being Ten Thousand and 00/100 DOLLARS ( \$10,000.00 ).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

### TERM OF BOND:

SECTION 1. The term of this bond begins with the 11th day of June, 2018, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

### DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

### DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

### FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

### MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

### NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

### LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

### DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS (\$100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

Form 1375-7-2016