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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Notice method (Section 14): the notice clause requires certified mail or email "to the addresses on the signature page," but the signature page is not in the excerpts. Northline's notice address and email are placeholders, and the delivery line must be confirmed. Also confirm whether the January 26, 2026 email to Mr. Thune satisfied Section 14 [VERIFY].
- Page cites: each file is one page. The agreement's internal page numbers (pp. 2, 4, 6) are given in the text, and the citations use the file page (p.1).
- Insurer details are missing: Fieldstone's address, policy number and claim number are placeholders. The certificate says an additional insured endorsement was to be attached, but none was, and none has been received. Confirm the current status.
- [VERIFY: Iowa rules on enforceability and scope of indemnity clauses]. Section 9 applies "to the fullest extent allowed by law." Check Iowa law on the clause's scope, including the sole-negligence exception and the defense obligation.
- The 8:15 a.m. fall time and the ice conditions are allegations in the petition, not established facts. The letter treats them as allegations. Confirm how the firm wants to handle Mr. Thune's February 2, 2026 statement that the lot was fine on December 27.
- The December 28, 2025 forecast note comes from the client's own file, not Northline's. The letter relies on Northline's dispatcher note to show it knew of the forecast. Confirm the forecast source and that this framing is acceptable.
- Cottonwood Commons Holdings LLC is a co-defendant and a named additional insured, but the agreement refers only to "the property owner." The firm notes say we represent only Prairie Ridge. Confirm whether to tender on Holdings' behalf.
- Total of $9,605.00 is as read from the two invoices and must be checked against the invoices. The invoice descriptions are quoted in the table, so confirm the firm is comfortable disclosing them. Fees after February 28, 2026 are not in the records.
- Demand amount and response deadline are placeholders. The firm notes give no deadline.

Brandvold Achebe LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA CERTIFIED MAIL AND EMAIL [ADD: Northline notice address and email from the agreement's signature page]

Gary Thune, Owner
Northline Snow & Ice Services Inc.
2716 Quarry Hill Road [snow_services_contract.pdf p.1]
Dunmore Falls, Iowa [ADD: ZIP]

Re: Tender of Defense and Demand for Indemnity. Lorraine Petrakis v. Prairie Ridge Property Management LLC and Cottonwood Commons Holdings LLC, Iowa District Court for Marsden County, Case No. LACV-061873. Alleged date of loss: December 29, 2025. Insurer: Fieldstone Mutual Casualty Company, Policy No. [ADD: policy number], Claim No. [ADD: claim number]

Dear Gary Thune:

Introduction

We represent Prairie Ridge Property Management LLC ("Prairie Ridge") [firm notes] under the Snow and Ice Management Services Agreement dated October 20, 2025 (the "Agreement") between Prairie Ridge, as Manager, and Northline Snow & Ice Services Inc. ("Northline"), as Contractor [snow_services_contract.pdf p.1]. The Agreement covers Cottonwood Commons Shopping Center, 4400 Elm Prairie Drive, Dunmore Falls, Iowa, for the season November 1, 2025 through April 15, 2026 [snow_services_contract.pdf p.1].

This letter is a formal tender of Prairie Ridge's defense of the lawsuit described below and a demand that Northline indemnify and hold Prairie Ridge harmless. A copy is being sent to Northline's liability insurer, Fieldstone Mutual Casualty Company.

The indemnity clause

Section 9 of the Agreement (Agreement p. 4) provides:

"To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless Manager and the property owner, and their employees, from all claims, suits, losses and expenses, including attorney fees, arising out of or resulting from Contractor's performance of, or failure to perform, the Services, except to the extent caused by the sole negligence of Manager." [snow_services_contract.pdf p.1]

Section 10 of the Agreement (Agreement p. 4) provides:

"Contractor shall carry commercial general liability insurance of at least $1,000,000 per occurrence, and shall name Manager and the property owner as additional insureds on a primary and non-contributory basis. Contractor shall provide a certificate of insurance and the additional insured endorsement before starting work." [snow_services_contract.pdf p.1]

The Services are defined in Section 3 (Agreement p. 2). Northline agreed to "plow all parking areas and apply ice melt to all sidewalks and storefront entrances when snowfall reaches one inch, and will apply ice melt to parking areas and walks whenever icing is present or forecast, without waiting for a call from Manager." Northline also agreed to "complete all services before 7:00 a.m." [snow_services_contract.pdf p.1]. Section 5 (Agreement p. 2) requires Northline to email Prairie Ridge a log of each visit, with time, crew and materials used [snow_services_contract.pdf p.1].

Section 14 (Agreement p. 6) provides that notices "shall be in writing and delivered by certified mail or by email to the addresses on the signature page" [snow_services_contract.pdf p.1]. This letter is sent by those methods [VERIFY: Section 14 notice address, method and timing]. The Agreement was signed for Prairie Ridge on October 20, 2025 and for Northline by you on October 21, 2025 [snow_services_contract.pdf p.1].

The underlying claim

On January 20, 2026, Lorraine Petrakis filed a Petition at Law in the Iowa District Court for Marsden County, Case No. LACV-061873, against Prairie Ridge and Cottonwood Commons Holdings LLC. Prairie Ridge was served on January 23, 2026 [complaint_and_service_log.pdf p.1]. A copy of the petition was sent to you on January 26, 2026 [insurance_and_tender.pdf p.1]. The petition alleges:

- On December 29, 2025, at about 8:15 a.m., Ms. Petrakis slipped on ice in the parking lot of Cottonwood Commons Shopping Center in front of the pharmacy entrance and fell (Paragraph 6) [complaint_and_service_log.pdf p.1].
- No ice melt or sand had been applied to the area where she fell (Paragraph 7) [complaint_and_service_log.pdf p.1].
- She fractured her right wrist and hip and required surgery (Paragraph 9) [complaint_and_service_log.pdf p.1].
- The defendants failed to keep the parking lot reasonably safe and failed to treat ice they knew or should have known was present (Paragraph 12) [complaint_and_service_log.pdf p.1].

The petition seeks damages in an amount to be proven at trial, costs and interest [complaint_and_service_log.pdf p.1]. Prairie Ridge disputes liability. We describe the allegations here only to show that the claim falls within Section 9.

Why the clause applies

Section 9 reaches all claims and suits, and the expenses of defending them, "arising out of or resulting from Contractor's performance of, or failure to perform, the Services." The petition alleges that ice was untreated in a parking area at Cottonwood Commons on the morning of December 29, 2025 [complaint_and_service_log.pdf p.1]. Treating ice in the parking areas and walks at that property is the work Northline contracted to perform. The records show the following:

- Northline's service log shows a visit on December 27, 2025, from 4:40 a.m. to 6:20 a.m., and no visit on December 28, 2025 [complaint_and_service_log.pdf p.1].
- Northline's log carries this dispatcher note for December 28: "freezing drizzle forecast overnight, crew short, Cottonwood moved to next round" [complaint_and_service_log.pdf p.1].
- Prairie Ridge's file reflects a local forecast issued December 28, 2025 at 3:00 p.m. calling for freezing drizzle after midnight [complaint_and_service_log.pdf p.1].
- Northline's log shows the next visit on December 29, 2025, from 10:05 a.m. to 11:30 a.m., when it salted the lots and walks [complaint_and_service_log.pdf p.1]. The petition places the fall at about 8:15 a.m. that day [complaint_and_service_log.pdf p.1].
- Section 3 required Northline to apply ice melt to parking areas and walks "whenever icing is present or forecast, without waiting for a call from Manager," and to complete services before 7:00 a.m. [snow_services_contract.pdf p.1].

On February 2, 2026, you wrote that you did not think Northline was responsible because "[t]he lot was fine when we left on the 27th" [insurance_and_tender.pdf p.1]. Section 3 did not limit Northline's duty to conditions on the day of its last visit. It applied whenever icing was present or forecast, and Northline's own log records that freezing drizzle was forecast.

The only exception in Section 9 is for claims caused by the "sole negligence of Manager." The petition alleges failures in treating ice in an area Northline serviced, and nothing in the records we have reviewed suggests the claim could be caused solely by Prairie Ridge. Prairie Ridge's right to a defense and indemnity is therefore triggered [VERIFY: Iowa rules on enforceability and scope of indemnity clauses].

The Agreement also required Northline to name Prairie Ridge and the property owner as additional insureds on a primary and non-contributory basis, and to provide the certificate and the endorsement before starting work [snow_services_contract.pdf p.1]. The certificate of insurance issued October 28, 2025 shows Fieldstone Mutual Casualty Company as insurer under a commercial general liability policy for November 1, 2025 to November 1, 2026, with $1,000,000 each occurrence. It states that "Prairie Ridge Property Management LLC and Cottonwood Commons Holdings LLC are additional insureds per attached endorsement" [insurance_and_tender.pdf p.1]. No endorsement was attached. Prairie Ridge requested it by email on October 29, 2025 and November 12, 2025, and has not received it [insurance_and_tender.pdf p.1].

Prairie Ridge's Director of Operations asked you on January 26, 2026 to notify Fieldstone Mutual and confirm that Northline would defend Prairie Ridge [insurance_and_tender.pdf p.1]. You replied on February 2, 2026 that you had sent the matter to your agent [insurance_and_tender.pdf p.1]. Prairie Ridge has received no response from Fieldstone Mutual Casualty Company [insurance_and_tender.pdf p.1], and Northline has not confirmed that it will defend.

Costs incurred

Prairie Ridge has incurred the following defense fees to date, which it paid on March 6, 2026 [insurance_and_tender.pdf p.1]:

Item	Date	Amount	Source
Defense fees, Invoice 26-0141 (intake, review of petition, notice to contractor)	January 31, 2026	$3,180.00	[insurance_and_tender.pdf p.1]
Defense fees, Invoice 26-0217 (answer, initial disclosures, records collection)	February 28, 2026	$6,425.00	[insurance_and_tender.pdf p.1]
Total (as read from the bills)		**$9,605.00**	[insurance_and_tender.pdf p.1]

Prairie Ridge will continue to incur defense fees and expenses while this matter is pending. Section 9 covers "attorney fees" and "expenses" in addition to losses.

Demand

On behalf of Prairie Ridge, we demand that Northline:

- Accept the tender of Prairie Ridge's defense in Lorraine Petrakis v. Prairie Ridge Property Management LLC and Cottonwood Commons Holdings LLC, Case No. LACV-061873, and agree to defend, indemnify and hold Prairie Ridge harmless under Section 9 of the Agreement, including all attorney fees and expenses incurred from this point forward.
- Reimburse the defense fees of $9,605.00 listed above and pay [ADD: demand amount].
- Confirm in writing by [ADD: response deadline] that it accepts this tender and will comply with this demand.
- Immediately notify Fieldstone Mutual Casualty Company of this claim and tender, if it has not already done so, and provide us with the policy, the additional insured endorsement required by Section 10, and the insurer's claim number and adjuster contact.

We are sending a copy of this letter to Fieldstone Mutual Casualty Company and ask that it acknowledge in writing, by the same date, Prairie Ridge's tender of defense and indemnity as an additional insured under the policy referenced in the certificate of insurance. Please preserve all records relating to Cottonwood Commons for the 2025-2026 season, including dispatch records, crew schedules, GPS or telematics data, weather information, material usage records, and communications.

Prairie Ridge reserves all rights and remedies under the Agreement, at law and in equity, including the right to seek recovery of all fees, costs and damages resulting from any failure to defend or indemnify, and any rights against Northline's insurers. Nothing in this letter waives any right or defense of Prairie Ridge in the underlying lawsuit.

Sincerely,

Theresa M. Brandvold
Brandvold Achebe LLP

cc: Fieldstone Mutual Casualty Company, [ADD: claims department and street address, city, state ZIP], Policy No. [ADD: policy number]
cc: Prairie Ridge Property Management LLC