



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

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

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

PRODUCER Brown & Brown Insurance Brokers of Sacramento, LLC 6030 West Oaks Blvd. Suite 190 Rocklin CA 95765	CONTACT NAME: PHONE (A/C, No, Ext): (800) 228-3380 FAX (A/C, No): (800) 783-0083 E-MAIL ADDRESS:
INSURED Finley's Tree & Landcare Inc 1209 W. 228th Street Torrance CA 90502	INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: Oak River Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL24121009430**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NPC-1006685-02	12/04/2024	12/04/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			NEC-7000318-00	12/04/2024	12/04/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	FIWC522283	05/21/2024	05/21/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as Additional Insured under Commercial General Liability policy per endorsements CG 20 10 12 19 and CG 20 37 12 19 as required by written contract. Primary and Non-Contributory wording applies per endorsement CG 20 01 12 19. Waiver of Subrogation applies per endorsement XIL 436 0623. Excess Policy follows form per the terms and conditions of the Excess policy. Excess Policy only applies to the General liability policy per attached Schedule of Underlying Insurance form XSU 000 0820. All other terms, conditions & exclusions of the policies apply.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms part of

Policy No. _____ issued to _____

by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force – Bodily Injury or Property Damage
- B. Damage To Premises Rented To You Extension
 - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
 - Limit increased to \$300,000
- C. Aircraft Chartered with Crew
- D. Non-Owned Watercraft
- E. Personal and Advertising Injury – Assumed by Insured Contract
- F. Increased Supplementary Payments
 - Cost for bail bonds increased to \$5,000
 - Loss of earnings increased to \$1,000 per day
- G. Resulting Damage to Your Work or Your Product
- H. Broadened Named Insured
- I. In Rem
- J. Additional Insured – Automatic Status When Required in Written Contract or Agreement
- K. Blanket Additional Insured – Managers or Lessors of Premises
- L. Blanket Additional Insured – Lessor of Leased Equipment
- M. Blanket Additional Insured – Controlling Interest

- N.** Blanket Additional Insured – Mortgagee, Assignee or Receiver
- O.** Blanket Additional Insured – State or Governmental Agency
- P.** Blanket Additional Insured – Vendors
- Q.** Blanket Additional Insured – Grantor of Franchise
- R.** Primary Insurance Clause Endorsement
- S.** Injury to Co-Employees and Co-Volunteer Workers
- T.** Knowledge and Notice of Occurrence or Offense
- U.** Unintentional Omission
- V.** Unintentional Failure to Notify or Report
- W.** Liberalization
- X.** Blanket Waiver of Subrogation
- Y.** Extension of Coverage – Bodily Injury
- Z.** Coverage Territory

A. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

1. Exclusion **a. Expected Or Intended Injury** of Paragraph 2., **Exclusions** of **COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** is deleted in its entirety and replaced by the following:

This insurance does not apply to:

Expected Or Intended Injury Or Damage

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last Paragraph of **2. Exclusions** of **COVERAGE A.- BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph **6.** of **SECTION III- LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

6.a. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.

- b.** The Damage to Premises Rented to You Limit will be the higher of:

(1) \$300,000; or

(2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

4. Paragraph **9.a.** of the definition of “insured contract” under **SECTION V - DEFINITIONS**, is deleted in its entirety and replaced by the following:

“Insured contract” means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an “insured contract”.
5. This Article **B.** does not apply if coverage for Damage to Premises Rented to You of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** is excluded by endorsement.

C. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in exclusion **g., Aircraft, Auto Or Watercraft** in Paragraph 2., **Exclusions** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** **SECTION - COVERAGES**:

This exclusion does not apply to:

Aircraft chartered with crew to any insured.

2. This Article **C.** does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Article **C.** shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

D. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph **(2)** of exclusion **g. Aircraft. Auto Or Watercraft** in Paragraph 2., **Exclusions** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I - COVERAGES** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

- (a)** 50 feet long or less; and
- (b)** Not being used to carry persons or property for a charge;

2. This Article **D.** applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. This insurance provided by this Article **D.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT

1. Exclusion **e. Contractual Liability** in Paragraph 2., Exclusions of **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** of **SECTION I – COVERAGES** is deleted in its entirety and replaced by the following:

This insurance does not apply to:

e. Contractual Liability

“Personal and advertising injury” for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or agreement that is an “insured contract”; provided the “personal and advertising injury” is caused by an offense which occurs subsequent to the execution of the contract or agreement.

2. Subparagraph **f.** of the definition of “insured contract” **SECTION V – DEFINITIONS** is deleted in its entirety and replaced by the following:

- f.** That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of another party to pay for “bodily injury”, “property damage” or “personal and advertising injury” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

3. This Article **E.** does not apply if Coverage **B. Personal And Advertising Injury Liability** is excluded by endorsement.

F. INCREASED SUPPLEMENTARY PAYMENTS

Subparagraphs **1. b.** and **d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES** are amended as follows:

1. In Subparagraph **b.**, the amount we will pay for the cost of bail bonds is increased up to \$5,000.
2. In Subparagraph **d.**, the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

G. RESULTING DAMAGE TO YOUR WORK OR YOUR PRODUCT

The following is added to Paragraph **1. Insuring Agreement** under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES**

Subject to all terms and conditions of the policy but most particularly **SECTION I – COVERAGES** Paragraph **2. Exclusions, a. Expected Or Intended Injury, j. Damage To Property, k. Damage To Your Product and l. Damage To Your Work**, “property damage” resulting from faulty workmanship shall be deemed to be caused by an “occurrence”.

H. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organizations named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.

2. This Article G. does not apply to any person or organization for which coverage is excluded by endorsement.

I. IN REM

We agree that any action *in rem* against any vessel owned, operated by or for, or chartered by or for you shall in all respects be treated in the same manner as though the action was *in personam* against you.

J. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

- a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or

- b. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

2. The insurance afforded to such additional insured described in Paragraph 1. of this endorsement:

- a. Only applies to the extent permitted by law; and

- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;

- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

- d. Engineering services, including related supervisory or inspection services;

- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

4. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement described in Paragraph 1.; or
- b. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

K. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

1. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an "additional insured"), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

- a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
- b. The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - (2) Any premises for which coverage is excluded by endorsement; or

- (3) Structural alterations, new construction or demolition operations performed by or on behalf of such “additional insured”.
- 2. The insurance afforded to the “additional insured” is excess over any valid and collectible insurance available to such “additional insured”, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

- 1. **SECTION II – WHO IS AN INSURED** is amended to include an “additional insured” (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such “additional insured”, subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the “additional insured” shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the “additional insured” does not apply to:
 - (1) Any “occurrence” that takes place after the equipment lease expires; or
 - (2) “Bodily injury” or “property damage” arising out of the sole negligence of such additional insured.
- 2. The insurance provided to the “additional insured” is excess over any valid and collectible insurance available to such “additional insured”, unless you have a written contract for this insurance to apply on a primary or contributory basis.

M. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured ANY person(s) or organization(s), but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.However:
 - c. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - d. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the contract or agreement; or

- b. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

N. BLANKET ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

- 1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured ANY person(s) or organization(s), but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - 3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

O. BLANKET ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY

- 1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However:

- d. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - e. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURED**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

P. BLANKET ADDITIONAL INSURED - VENDORS

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 3. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs (4) or (6); or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- 4. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Q. BLANKET ADDITIONAL INSURED – GRANTOR OF FRANCHISE

- 1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured ANY person(s) or organization(s), but only with respect to their liability as grantor of a franchise to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- 2. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

R. PRIMARY INSURANCE CLAUSE ENDORSEMENT

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, if so required by written contract.

S. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

- 1. **SECTION II – WHO IS AN INSURED** is amended to include your “employees” as insureds solely with respect to “bodily injury” to a co-“employee” in the course of the co-“employee’s” employment by you, or to your “volunteer workers” while performing duties related to the conduct of your business, provided that this coverage for your “employees” does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- 2. **SECTION II – WHO IS AN INSURED** is amended to include your “volunteer workers” as insureds with respect to “bodily injury” to a co-“volunteer worker” while performing duties related to the conduct of your business, or to your “employees” employment by you, provided that this coverage for your “volunteer workers” does not apply while performing duties unrelated to the conduct of your business.

T. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

- 1. The following is added to Paragraph 2., **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of the **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice of an “occurrence” or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” or offense has been reported to any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any “employee” (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other “employee(s)” of an “occurrence” or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or an “employee” (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the “occurrence”, offense or claim may involve this policy.

U. UNINTENTIONAL OMISSION

- 1. The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article L. does not affect our right to collect

additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

V. UNINTENTIONAL FAILURE TO NOTIFY OR REPORT ENDORSEMENT

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to add the following:

In the event that an insured reports an injury to its Workers Compensation carrier or handles the injury as a qualified workers compensation self-insurer, and you do not notify us of such injury or the accident out of which such injury arose, and this injury or accident later develops into a claim covered by this policy, the unintentional failure by you to report such injury or accident to us as soon as practicable as an “occurrence” which may result in a claim, shall not be deemed a violation of this condition. You must, however, give us written notice as soon as possible after becoming aware that the injury or accident could develop into a liability claim.

W. LIBERALIZATION

1. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

X. BLANKET WAIVER OF SUBROGATION

1. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; “your work”; or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

Y. EXTENSION OF COVERAGE – BODILY INJURY

The definition of “bodily injury” in **SECTION V – DEFINITIONS**, Item 3. is deleted in its entirety and replaced by the following:

3. “Bodily injury” means bodily injury, sickness, or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, or death resulting from the bodily injury.

Z. COVERAGE TERRITORY

The definition of “coverage territory” **SECTION V – DEFINITIONS**, Item 4. is deleted in its entirety and replaced by the following:

4. “Coverage territory” means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

This insurance does not apply to:

- a.** “bodily injury” or “property damage”; or
- b.** “personal and advertising injury”

that takes place or is caused by an offense committed outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a “suit” on the merits (to determine the insured’s responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.

This insurance does not apply to damage, loss, cost or expenses in connection with any “suit” brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): Policy aggregate limit applies per work site.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Premium Deposit Premium _____ Minimum Earned Premium _____

Audit Period (if applicable)

☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly

Schedule of Underlying Insurance

(Show Insurer, policy number, policy period, and limits of insurance)

Commercial Liability Limits:

<u> x </u> w/ Personal & Advertising Injury Liability Coverage	Each Occurrence Personal & Advertising Injury	<u> \$1,000,000 </u> <u> \$1,000,000 </u>
<u> </u> w/ Broad Form Contractual Liability Coverage	General Aggregate Products/Completed Work Aggregate	<u> \$2,000,000 </u> <u> \$2,000,000 </u>
<u> </u> w/ Non-Owned Auto Liability Coverage/Hired Auto Liability Coverage	Fire Legal Liability Short Term Rented Premises	<u> \$100,000 </u> <u> </u>
<u> </u> Occurrence Form	Employee Benefits Liability	<u> See EBL Endt </u>
<u> </u> Claims Made Form	Employment Practices Liability	<u> </u>
	Other <u> </u>	<u> </u>

Retroactive Date: _____

Insurer: Greenwich Insurance Company

Policy Number: NPC-1006685-02

Policy Period: 12/04/2024 TO 12/04/2025

Commercial Auto Liability Limits:

<u> </u> w/Non-Owned Auto Liability Coverage/Hired Auto Liability Coverage	Combined Single Limit; Or Bodily Injury-Each Person	<u> </u>
	Bodily Injury-Each Accident	<u> </u>
	Property Damage-Each Accident	<u> </u>
	Garage Aggregate Limit for Other Than Autos (if applicable)	<u> </u>

Insurer: _____

Policy Number: _____

Policy Period: _____

Employer's Liability Limits:

Combined Single Limit; Or	<u> </u>
Bodily Injury by Accident, Each Accident	<u> </u>
Bodily Injury by Disease, Policy Limit	<u> </u>
Bodily Injury by Disease, Each Employee	<u> </u>

Insurer: _____

Policy Number: _____

Policy Period: _____