



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2026

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).

<b>PRODUCER</b> Hub International Mid-South 312 Prosperity Dr Ste 105 Knoxville, TN 37923-4722	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (865) 470-9654 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Donegal Mutual Insurance Company <b>INSURER B:</b> Atlantic States Insurance Company <b>INSURER C:</b> BusinessFirst Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  Legacy Painting LLC DBA Certapro Painters 10904 McBride Lane Knoxville, TN 37932-3221	<b>NAIC #</b> 13692 22586 11697

## COVERAGES

## CERTIFICATE NUMBER:

## 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP9681864	1/1/2026	1/1/2027	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000269410	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CXS9681864	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	521-20720	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

For Informational Purposes Only

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SILVER SERIES PLUS  
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**SCHEDULE\***

<b><u>Coverage</u></b>	<b><u>Limit(s) of Insurance</u></b>	<b><u>Page</u></b>
Airbag Accidental Discharge Coverage	Included in applicable Limit of Insurance	4
Audio, Visual And Data Electronic Equipment Coverage	Included in applicable Limit of Insurance	5
Auto Loan/Lease Gap Coverage	Included in applicable Limit of Insurance	4
Blanket Waiver Of Subrogation	Included in applicable Limit of Insurance	5
Broad Form Named Insured And Newly Acquired Or Formed Organizations Coverage	Included in applicable Limit of Insurance	2
Broadened Loss Of Use Expenses		3
Loss Of Use Expenses Per Day	\$65	
Loss Of Use Expenses Maximum	\$750	
Broadened Towing And Labor Costs Coverage - All Vehicle Types		2
Broadened Towing And Labor Costs Each Disablement	\$75	
Broadened Towing And Labor Costs Aggregate Limit	\$600	
Broadened Transportation Expenses Coverage Extension - All Vehicle Types		3
Broadened Transportation Expenses Increased Limit Per Day	\$60	
Broadened Transportation Expenses Maximum Limit	\$1,800	
Glass Repair Deductible Waiver	Included in applicable Limit of Insurance	5
Hired Auto Physical Damage Coverage - Any One Accident Or Loss	\$50,000	3
Knowledge Of An Accident, Claim, Suit Or Loss	Included in applicable Limit of Insurance	5
Worldwide Hired Auto Coverage	Included in applicable Limit of Insurance	6
Parked Auto Collision Deductible	Included in applicable Limit of Insurance	5
Personal Effects Coverage	\$400	4
Rental Reimbursement Coverage	\$600	4
Supplementary Payments Increased Limits		2
Supplementary Payments - Bail Bonds Increased Limit	\$3,000	
Supplementary Payments - Loss of Earnings Increased Limit	\$300 per day	
Unintentional Failure To Disclose Hazards	Included in applicable Limit of Insurance	6

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

The following provisions apply only with respect to the insurance provided by the Business Auto Coverage Form.

## **I. BROAD FORM NAMED INSURED AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS COVERAGE**

The following provisions are added to subparagraph **1. Who Is An Insured** under paragraph **A. Coverage** as found in **SECTION II - LIABILITY COVERAGE**:

- d.** Any organization, or any subsidiary of such organization, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement with respect to any covered "auto". However, this paragraph **A.1.d.** does not apply to "accident" or "loss" with respect to which an "insured" under this policy is also an "insured" under another policy, or would be an "insured" under such other policy but for its termination or upon the exhaustion of its limits of insurance, unless such other policy was written to apply specifically in excess of this policy.
- e.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
  - (1)** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (2)** Coverage under this provision does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

All provisions, exclusions and conditions applicable to you, except those pertaining to notice of cancellation or refusal to renew, as provided in this policy, including any endorsement attached to and made a part of this policy, apply with respect to the insurance provided to such newly acquired or formed organizations.

## **II. SUPPLEMENTARY PAYMENTS INCREASED LIMITS**

- A.** Subparagraph **a.(2)** under paragraph **2. Coverage Extensions** as found in paragraph **A. Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:
  - (2)** Up to the limit of insurance shown in the Schedule above for Supplementary Payments - Bail Bonds Increased Limit for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- B.** Subparagraph **a.(4)** under paragraph **2. Coverage Extensions** as found in paragraph **A. Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:
  - (4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to the limit of insurance shown in the Schedule above for Supplementary Payments - Loss of Earnings Increased Limit, because of time off from work.

## **III. BROADENED TOWING AND LABOR COSTS COVERAGE - ALL VEHICLE TYPES**

Subparagraph **2. Towing** under paragraph **A. Coverage** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

### **2. Towing And Labor Costs**

We will pay up to the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Each Disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

With respect to disablement of covered "autos" other than of the private passenger type, the most we will pay for the total of all towing and labor costs during the policy period shown in the Declarations is the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Aggregate Limit.

#### **IV. BROADENED TRANSPORTATION EXPENSES COVERAGE EXTENSION - ALL VEHICLE TYPES**

Subparagraph **a. Transportation Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

##### **a. Transportation Expenses**

We will pay per day up to the limit of insurance shown in the Schedule above for Broadened Transportation Expenses Increased Limits Per Day, subject to the maximum limit of insurance shown in the Schedule above for Broadened Transportation Expenses Maximum Limit, for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### **V. BROADENED LOSS OF USE EXPENSES COVERAGE EXTENSION**

Subparagraph **b. Loss Of Use Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

##### **b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is the limit of insurance shown in the Schedule above for Loss Of Use Expenses Per Day, subject to the maximum limit of insurance shown in the Schedule above for Loss Of Use Expenses Maximum Limit.

#### **VI. The following is added to paragraph **A. COVERAGE (SECTION III - PHYSICAL DAMAGE COVERAGE)**:**

##### **5. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you hire without a driver, subject to the following provisions:

- a. The most we will pay for any "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

- (1) The limit of insurance shown in the Schedule above for Hired Auto Physical Damage Coverage - Any One Accident Or Loss;
- (2) The actual cash value, including an adjustment for depreciation and physical condition in the event of a total "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen hired "auto" with other property of like kind and quality,

minus a \$500 deductible. No deductible applies to "loss" caused by fire or lightning.

- b. Subject to the limit of insurance and deductible provisions provided in paragraph **5.a.** above, we will provide coverage equal to the broadest Physical Damage Coverage applicable to any covered "auto" shown in the Declarations.
- c. This Hired Auto Physical Damage Coverage does not apply to any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
- d. This Hired Auto Physical Damage Coverage is excess over all other collectible insurance.

## 6. Rental Reimbursement Expenses

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss", other than total theft, to a covered "auto". We will pay rental reimbursement expenses only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced or we pay for its "loss". This coverage does not apply while there are spare or reserve "autos" available to you for your operations. The most we will pay for rental reimbursement expenses under this Coverage Extension because of "loss" to a covered "auto" is the limit of insurance shown in the Schedule above for Rental Reimbursement Coverage. No deductibles apply to this coverage.

If the Rental Reimbursement Coverage endorsement is also attached to and made a part of this policy, then the coverage provided under this Rental Reimbursement Expenses Coverage Extension will be excess over the insurance provided by the Rental Reimbursement Coverage endorsement.

## 7. Personal Effects Coverage

We will pay up to the limit of insurance shown in the Schedule above for Personal Effects Coverage for loss to wearing apparel and other personal effects which are:

- a. Owned by an "insured"; and
- b. In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this coverage.

The insurance provided by this Personal Effects Coverage provision is excess over any other collectible insurance covering such property.

## 8. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown on the Declarations in the Schedule Of Covered Autos You Own, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

We will pay the unpaid amount due on the lease or loan only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

## VII. AIRBAG ACCIDENTAL DISCHARGE COVERAGE

The following is added to subparagraph 3. under paragraph B. Exclusions as found in SECTION III - PHYSICAL DAMAGE COVERAGE:

The exclusion for "loss" caused by or resulting from mechanical breakdown, as described in paragraph B.3.a. above, does not apply with respect to the accidental discharge of an airbag in a covered "auto" if the airbag is repaired or replaced in a manner acceptable to us. No deductible will apply to such "loss".

## **VIII. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

Subparagraph **a.** under the exception to paragraphs **4.c.** and **4.d.** as found in paragraph **B. Exclusions** as contained in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to:

- a.** Equipment, that receives or transmits audio, visual or data signals, and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

## **IX. GLASS REPAIR DEDUCTIBLE WAIVER**

The following is added to paragraph **D. Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, no deductible applies to glass damage if the glass is repaired in a manner acceptable to us instead of replaced.

## **X. PARKED AUTO COLLISION DEDUCTIBLE**

- A.** The following is added to paragraph **D. Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, in the event of "loss" caused by collision to a covered "auto" while such "auto" is in the care, custody or control of an "insured" and legally parked, the Collision Coverage deductible amount that will be applied to the "loss" will be \$100, regardless of any deductible amount shown in the Declarations as applicable to such covered "auto".

This Parked Auto Collision Deductible provision does not apply to the "loss" if:

- 1.** The covered "auto" is occupied at the time of the "loss"; or
- 2.** The covered "auto" is in the care, custody or control of any person or organization engaged in the business of selling, servicing, repairing or parking "autos".

- B.** If the Exclusions section of any Uninsured Motorists Coverage endorsement or Underinsured Motorists endorsement attached to and made a part of this policy includes a provision excluding a stated dollar amount from the total amount of "property damage" as the result of any one "accident", such stated dollar amount is revised to be \$100.

## **XI. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS**

The following provisions are added to subparagraph **2. Duties In The Event Of Accident, Claim, Suit Or Loss** under paragraph **A. Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

- d.** Knowledge of an "accident", claim, "suit" or "loss" by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) does not imply knowledge of the "insured" unless the "insured" has received notice from the agent, servant or "employee".
- e.** Failure by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) to notify us of an "accident", claim, "suit" or "loss" will not jeopardize your coverage.

## **XII. BLANKET WAIVER OF SUBROGATION**

The following is added to paragraph **A. Loss Conditions 5. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

With respect to the insurance provided under **SECTION II - LIABILITY COVERAGE** only, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" if such ownership, maintenance or use of a covered "auto" is related to work or ongoing operations performed by you or on your behalf. This provision is also subject to the following:

- A. The work or ongoing operations performed by you or on your behalf have not yet been completed or abandoned and are being performed away from premises you own or rent;
- B. You are required under a written contract to waive your rights to recover from that person or organization; and
- C. The written contract was executed and in effect before any "accident", injury, loss or demand that would give rise to a claim under this Business Auto Policy.

Under paragraph A. above, your work will be deemed completed at the earliest of when all the work called for in your contract has been completed, when all of the work to be done at a job site has been completed if your contract calls for work at more than one job site, or when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

### **XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following provision is added to paragraph A. **Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

#### **6. Unintentional Failure To Disclose Hazards**

We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance of this policy. However:

- a. You must report the undisclosed exposure or hazard, or unintentional error or omission, to us as soon as practicable after its discovery;
- b. This provision does not affect our right to collect any additional premium associated with such unintentional failure or our right to cancel or non-renew this policy.

### **XIV. WORLDWIDE HIRED AUTO COVERAGE**

Subparagraph (5)(a) under paragraph B. **General Conditions 7. Policy Period, Coverage Territory** as found in **SECTION IV - BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- (a) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and





Certified Environmentally  
Responsible Contractor

Certified Contractor	CertaPro Painters of East Tennessee		
Insurance Carrier	Palomar Excess and Surplus Insurance Company		
Policy #	ENP0007994-04	Policy Period	9/21/2025 - 9/21/2026

The potential risk of a pollution event is inherent in all construction work. Such an event can cause significant financial loss for project owners and other contractors at the site and can even impact the community and environment. Some contractors actively manage this risk, while others do not. Environmental Risk Professionals, LLC hereby certifies that the above referenced contractor has distributed protocols to avoid pollution incidents on job sites and has purchased a comprehensive pollution liability insurance policy to provide financial responsibility should an accident arise.

**Training** – The above referenced contractor has distributed “Pollution Prevention Practices” designed to mitigate common environmental risks associated with their contracting operations. Examples of these written protocols may include, but are not limited to, the following activities:

Chemical Storage  
Solid and Hazardous Waste Management  
General Housekeeping  
Mold Identification and Abatement  
Responding to Spills

Fugitive Dust Control  
Stormwater Pollution Prevention  
Personal Protective Equipment  
Deterring Illicit Abandonment  
Asbestos and Lead Based Paint

**Insurance**– Even when Pollution Prevention Practices are followed, accidents still happen. Property owners bear the ultimate responsibility for a pollution problem at their site, even if caused by a contractor working on their behalf. A contractor needs to purchase a true pollution liability policy in order to properly protect the entities for whom they perform operations. Environmental Risk Professionals, LLC has reviewed the above referenced pollution liability policy and hereby confirms that it provides the following important financial responsibility provisions:

1. A policy limit of at least \$1,000,000
2. Coverage is primary and non-contributory, with the certificate holders included as Additional Insureds and carrier rights to subrogation waived in their favor
3. On-site and off-site remediation expense for pollution conditions arising from contracting operations
4. No mold exclusion on policy
5. A pollution event includes damage to natural resources
6. Coverage for transportation and disposal of pollutants
7. No limitation to sudden and accidental pollution release only



ENVIRONMENTAL  
RISK PROFESSIONALS

Signed Environmental Risk Professionals, LLC

This certificate was issued on 9/5/2025 and serves as a matter of information only. The Certificate is only valid through the current policy period with an active policy. This certificate confers no rights upon the certificate holder and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy listed above. This certificate does not constitute a contract between the issuing insurer and the certificate holder.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" 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 at the site or location designated in the written contract or agreement.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
  - a. The coverage you have agreed to provide in the written contract or agreement; or
  - b. The coverage provided by this endorsement.

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

1. This does not apply to "Bodily injury" or "property damage" occurring:
  - a. Prior to the date the written contract or agreement was executed and in effect;
  - b. After all work on the project (other than service, maintenance or repairs) to be performed at the site or location of the covered operations has been completed; or
  - c. After 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.

**2.** "Property damage" to:

- a. Property owned, occupied or used by;
- b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
- c. "Your work" for, such person or organization.

**3.** "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
- b. Supervisory, inspection, or engineering services.

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" involved the rendering of or the failure to render any professional services.

**4.** Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

**C.** With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:

**8.** The most we will pay under the insurance provided by this endorsement is:

- a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
- b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.

- D. With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS SILVER SERIES  
GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE\***

**Coverage**

**Limit(s) of Insurance**

**Page**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

#### **I. NON-OWNED WATERCRAFT COVERAGE**

- A. Subparagraph **g.(2)** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

- B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;
- b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

#### **II. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE**

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

- A. Subparagraph **j. Damage To Property** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

#### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

Exclusions **c.** through **e.** and **g.** through **n.** do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion **f.** does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III - Limits Of Insurance** and as provided under the Broadened Damage To Premises Rented To You Coverage.

- C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage 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. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

### III. ELECTRONIC DATA LIABILITY

- A. Subparagraph **p.** **Electronic Data** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, inability to transmit or receive, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigation expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- C. With respect to the insurance provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

For the purposes of this insurance, "electronic data" is not tangible property.

- D. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

#### **IV. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS**

- A. Subparagraph **b.** under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Bail Bonds Increased Limit for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- B. Subparagraph **d.** under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

#### **V. BROAD FORM NAMED INSURED COVERAGE**

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph 1. as found in **SECTION II - WHO IS AN INSURED**:

- f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

#### **VI. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE**

Paragraph **2.a.(1)(d)** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

#### **VII. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE**

Paragraph **3.a.** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

#### **VIII. BROADENED WHO IS AN INSURED**

The following is added to **SECTION II - WHO IS AN INSURED**:

The following is an additional insured:

- A. 1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

However, such person or organization is not an insured with respect to any "occurrence" which takes place after the equipment lease expires.

2. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(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, unless 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.

(8) "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:

- (i) The exceptions contained in Subparagraphs (4) or (6) above; or
- (ii) 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.

(b) 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.

3. Any person or organization but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations due to:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as co-owner of a Described Premises shown in the declarations.

5. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as grantor of a franchise or license to you.



6. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations on that part of the land leased to you and shown in the Schedule. However, the insurance afforded to such person or organization does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land;
  - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
7. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as a mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a Described Premises shown in the declarations. However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
8. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations performed in that part of the premises leased to you and shown as a Described Premises in the declarations. However, the insurance afforded to such person or organization does not apply to
  - (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
9. Any state or political subdivision, but only with respect to liability for "bodily injury" or "property damage". This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit 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, hoistaway 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.
- B. The insurance afforded to such person or organization described in paragraph A. above only applies to the extent permitted by law.
- C. The insurance afforded to such person or organization described in paragraph A. above will not be broader than:
  1. The coverage you have agreed to provide in the written contract or agreement; or
  2. The coverage provided by this endorsement.
- D. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you ends.
- E. The insurance provided to such person or organization described in paragraph A. above does not apply to "bodily injury" or "property damage" occurring:
  1. Prior to the date the written contract or agreement was executed and in effect;
  2. After your contract or agreement with such additional insured ends; or
  3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.
- F. The insurance afforded to any additional insured is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:
  1. Primary and non-contributory basis; or
  2. Contributory basis.

#### IX. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

**X. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION**

**A. With respect to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE C. MEDICAL PAYMENTS only, the following provision is added to SECTION III - LIMITS OF INSURANCE:**

The General Aggregate as described in paragraph 2. under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage **A**, or a single accident under Coverage **C**, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage **A** arising out of such "occurrence" and all medical expenses under Coverage **C** arising out of such accident;
2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage **B**. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage **B**, regardless of the number of projects or "locations";

**B. With respect to the insurance provided by this endorsement, the following Definition is added to SECTION V - DEFINITIONS:**

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**XI. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Subparagraphs **a.** and **b.** under paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

- b.** If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

**XII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

The following is added to the paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

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 "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

- a.** You are required under a written contract to waive your rights to recover from that person or organization; and
- b.** The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

### **XIII.UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

#### **10. Unintentional Failure To Disclose Hazards**

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

### **XIV. CONTRACTUAL LIABILITY - RAILROADS**

Subparagraph **f.(1)** under the definition of "insured contract" as found in **SECTION V - DEFINITIONS** or as found in endorsement CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION is deleted.

### **XV. MOBILE EQUIPMENT REDEFINED**

Subparagraph **f.(1)** under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

- (1)** Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
  - (a)** Snow removal;
  - (b)** Road maintenance, but not construction or resurfacing; or
  - (c)** Street cleaning.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED  
IN WRITTEN CONSTRUCTION CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed at the site or location designated in the written contract or agreement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. The insurance afforded to such additional insured will not be broader than:
    - a. The coverage you have agreed to provide in the written contract or agreement; or
    - b. The coverage provided by this endorsement.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
1. This does not apply to "bodily injury" or "property damage" occurring prior to the date the written contract or agreement was executed and in effect.
  2. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:
    - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
    - b. Supervisory, inspection, or engineering services.

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" involved the rendering of or the failure to render any professional services.

3. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

- C.** With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

8. The most we will pay under the insurance provided by this endorsement is:
  - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
  - b. The applicable Limit of Insurance shown in the Declarations,whichever is less.

- D.** With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply either on a:

- (1) Primary and non-contributory; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AMENDMENT OF OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

Paragraph **5. Other Insurance** of **SECTION IV - CONDITIONS** is replaced as follows

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply:

- (1) to insurance specifically written as excess over this Coverage Part; or
- (2) to a loss, claim or "suit" in question and covered by this insurance, if you have entered into a written contract or written agreement with another party and the:
  - (a) contract or agreement requires that this insurance apply before other insurance available to the other party, and
  - (b) other insurance described in paragraph (a) immediately above also covers the loss, claim or "suit" in question

then the other party's insurance, except other insurance where the other party in the written contract or written agreement is named as an additional insured, will be excess of this insurance and such other insurance will not apply until we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B**.

We also waive any right we may have to seek contribution for:

- (a) the loss,
- (b) the claim or
- (c) any damages arising out of the "suit"

from such other insurance where the other party in a written contract or written agreement is a named insured.

Paragraph **c** below will apply to other insurance where the other party in a written contract or written agreement is named as an additional insured on an "excess insurance" policy. Paragraph **b** below will apply to all other insurance including other insurance where the other party in the written contract or written agreement is named as an additional insured on a primary insurance policy.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.
- c. If you have entered into a written contract or written agreement with another party, then this insurance will share in the loss with any other insurance where the other party in a written contract or written agreement is named as an additional insured on an "excess insurance" policy as follows:
  - (1) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
  - (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
- d. As used in this endorsement "excess insurance" means umbrella insurance or any other insurance that is written to apply after application of a primary insurance policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US WHEN REQUIRED IN A WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

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 your ongoing operations or "your work" included in the "products-completed operations hazard", subject to the following:

- a. You are required under a written contract to waive your rights to recover from that person or organization; and
- b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial Liability Umbrella Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

\*Blanket Waiver of Subrogation Applies\*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

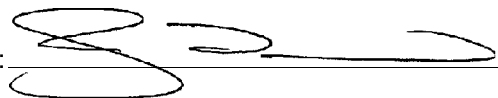
Date Prepared: October 22, 2024

Carrier: BusinessFirst Insurance Company

Effective Date of Endorsement: January 1, 2025

Policy Number: 521-20720

Countersigned by:

A handwritten signature in black ink, appearing to be "SP", written over a horizontal line.

Insured: Legacy Painting, LLC

**WC 00 03 13** (Ed. 4-84)