



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2025

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> Arthur J. Gallagher Risk Management Services, LLC 341 Tres Pinos Road, Suite 207A Hollister CA 95023	<b>CONTACT</b> <b>NAME:</b> Erin Alexander <b>PHONE</b> (A/C, No, Ext): 831-637-9241 <b>E-MAIL</b> ADDRESS: erin_alexander@ajg.com	<b>FAX</b> (A/C, No): 831-630-0286
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburg		19445
<b>INSURER B:</b> Florists' Mutual Insurance Company		13978
<b>INSURER C:</b> AXIS Surplus Insurance Company		26620
<b>INSURER D:</b> Scottsdale Insurance Company		41297
<b>INSURER E:</b>		
<b>INSURER F:</b>		

License#: 0D69293  
HEADNUR-01**COVERAGES****CERTIFICATE NUMBER:** 1952289246**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			A0261128002	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3786650	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Ded \$ 250/\$250
C D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			P-001-001041413-03 XLS2006049	12/31/2024 12/31/2024	12/31/2025 12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	WC 012015958	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

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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## ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/1/2025

forms a part of Policy No. 3786650

issued to HEADSTART NURSERY, INC., T&C SUPPLIES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

### ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

#### SCHEDULE

#### ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025  
forms a part of Policy No. 3786650  
issued to HEADSTART NURSERY, INC., T&C SUPPLIES, INC.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

### INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

*This endorsement modifies insurance provided under the following:*

#### BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025 forms a part of

policy No. CA 3786650 issued to HEADSTART NURSERY, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*


#### **BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2025 forms a part of Policy No. WC012015958

Issued to HEADSTART NURSERY, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be **2.00** % of the total estimated workers compensation premium for this policy.

**WC 04 03 61**  
**(Ed. 11/90)**

Countersigned by \_\_\_\_\_

**Authorized Representative**

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

## **CALIFORNIA CONTRACTORS BLANKET ADDITIONAL INSURED - WHEN REQUIRED BY WRITTEN CONTRACT**

**ONGOING & COMPLETED OPERATIONS – BLANKET WAIVER OF SUBROGATION – PRIMARY & NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE (optional - see Paragraph A.)**

<b>Name Of Person(s) Or Organization(s) as required by "written contract":</b>	<b>Location(s) And Description of Covered Operations per the "written contract":</b>
	<b>As designated by the additional insured requirements of the "written contract".</b>

#### **A. ADDITIONAL INSURED - CONTRACTORS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) you are required by a "written contract" to add as an additional insured on this Coverage Part.

The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.

However:

1. If an additional insured(s) is a builder, general contractor or contractor not affiliated with the builder; and

2. You have entered into a residential construction contract subject to the requirements of California Civil Code Section 2782(c) with such builder or contractor;

then such builder or contractor is an additional insured under this endorsement but only to the extent of the liability for "bodily injury", "property damage" or "personal and advertising injury" that you have assumed in the residential construction contract with that party.

- B. Coverage provided to such additional insured(s) is limited as follows:

**1. ONGOING OPERATIONS:**

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a) Your acts or omissions; or
- (b) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations as specified in the "written contract".

**2. COMPLETED OPERATIONS:**

- (a) Such person(s) or organization(s) is an additional insured with respect to liability included in the "products-completed operations hazard" for "bodily injury" or "property damage" caused, in whole or in part, by "your work" only if:

- i. The "written contract" requires you to provide the additional insured such coverage; and
- ii. "Your work" included in the "products-completed operations hazard" is limited to the location designated and described in the "written contract".

- (b) Such coverage for the additional insured ends at the earliest of the following:

- i. The date specified in the "written contract"; or
- ii. Five years from the completion of "your work" included in the "products-completed operations hazard" as designated and described in the "written contract".

- 3. Coverage provided to such additional insured(s) described in Paragraph A is limited as follows:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) Will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
- (c) Does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.

**C. ADDITIONAL INSURED - EXCLUSIONS**

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

This insurance does not apply to:

- 1. The sole negligence of the additional insured.

- 2. The rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

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 the failure to render, any professional architectural, engineering or surveying services.

**D. ADDITIONAL INSURED - LIMITS**

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:

- 1. Required by the "written contract"; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**E. ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insured by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

**F. ADDITIONAL INSURED - DUTIES:**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT are amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practical:

- 1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.



2. Provide us any written documentation which triggered additional insured status or waiver of recovery rights.
3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

#### **G. ADDITIONAL INSURED – DEFINITIONS:**

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

1. "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the written contract or written agreement:
  - (a) Is effective during the term of this Coverage Part; and
  - (b) Was signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part; and
  - (c) Pertains to your ongoing operations or "your work" included in the "products-completed operations hazard" for the additional insured.

2. The definition of "insured contract" is modified for the additional insured as follows:

Paragraph f. of the "insured contract" definition does not apply to "bodily injury" or "property damage" included within the "products - completed operations hazard" unless required by the "written contract".

#### **H. BLANKET WAIVER OF SUBROGATION**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of subrogation we may have against any person(s) or organization(s) with whom you have signed a written contract or written agreement that requires such a waiver.

This waiver applies only if the written contract or written agreement is:

1. Signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part and;
2. Effective during the term of this Coverage Part and is an "insured contract" and;
3. Applicable to your ongoing operations or "your work" included in the "products-completed operations hazard".



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

**OTHER THAN CONTRACTORS BLANKET ADDITIONAL INSURED –  
WHEN REQUIRED BY WRITTEN CONTRACT**

**MISCELLANEOUS AND VENDOR - PRIMARY & NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE (optional - see paragraph B.)**

Name Of Additional Insured Person(s) Or Organization(s) Or Vendor(s) required by "written contract":	Your Products per the Vendor's "written contract":
	As designated by the additional insured vendor requirements of the "written contract".

**A. ADDITIONAL INSURED – MISCELLANEOUS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) described in paragraphs 1. through 9. below whom you are required by "written contract" to add as an additional insured to this Coverage Part.

**1. LESSOR OF LEASED EQUIPMENT**

A lessor from whom you lease equipment.

Such lessor of leased equipment is insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such lessor.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**2. OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED**

An owner or other interest from whom land has been leased by you.

Such owner or other interest is insured only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance 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 on behalf of such owner or other interest.

**3. MANAGER(S) OR LESSOR(S) OF PREMISES**

A manager or lessor of premises leased to you.

Such manager or lessor is insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such manager(s) or lessor(s).

#### **4. MORTGAGEE, ASSIGNEE OR RECEIVER**

A mortgagee, assignee or receiver of premises owned, maintained or used by you.

Such mortgagee, assignee or receiver is insured only with respect to liability arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such mortgagee, assignee or receiver.

#### **5. CONTROLLING INTEREST**

A person or organization with a controlling interest in you.

Such person or organization is insured only with respect to 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.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

#### **6. CO-OWNER OF INSURED PREMISES**

A co-owner in property co-owned by you and to which this insurance applies.

Such co-owner is insured only with respect to their liability as co-owner of such premises.

#### **7. EXECUTORS, ADMINISTRATORS, TRUSTEES OR BENEFICIARIES**

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

#### **8. STATE, GOVERNMENTAL OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS**

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization to you, subject to the following additional provisions:

- (a) This insurance applies only with respect to operations performed by you or on

your behalf for which the state or governmental agency or political subdivision has issued a permit.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

#### **9. STATE, GOVERNMENTAL OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization to you, subject to the following additional provisions:

- (a) Premises you own, rent or control and to which this insurance applies. This insurance applies only with respect to following hazards:
  - i. 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
  - ii. The construction, erection or removal of elevators; or
  - iii. The ownership, maintenance or use of any elevators covered by this insurance.
- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

**B.** Coverage provided to such additional insured(s) is limited as follows:

- 1. The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.
- 2. The insurance afforded to such additional Insured(s) only applies to the extent permitted by law.
- 3. Coverage will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
- 4. Coverage does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.



5. Coverage provided to an additional insured described in paragraph **A.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

6. 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 "written contract"; or
- (b) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### **C. ADDITIONAL INSURED – VENDORS**

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) (referred to throughout paragraph **C.** as vendor) when you and such vendor have agreed in a "written contract" that such vendor be added as an additional insured on this Coverage Part.

Such vendor is insured only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However, coverage to such vendor(s) is limited as follows:

- 1. The "written contract" requirement for additional insured status is automatically fulfilled for any vendor shown in the Schedule above.
- 2. The insurance afforded to such vendor only applies to the extent permitted by law.
- 3. Coverage afforded to such vendor will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for such vendor.
- 4. Coverage does not apply to any vendor(s) covered as an additional insured on any other endorsement attached to this Coverage Part.
- 5. Coverage provided to such vendor does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

6. With respect to the insurance afforded to these vendor(s), the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of such vendor is the amount of insurance:

- (a) Required by the "written contract"; or
  - (b) Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

7. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (a) "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;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) 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;
- (e) 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;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) 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
- (h) "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 (d) or (f); 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.

8. 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.

#### **D. ADDITIONAL INSURED – EXCLUSION**

With respect to the insurance afforded to the additional insureds described in paragraphs **A.** and **C.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured.

#### **E. ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insureds described in paragraphs **A.** and **C.** by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

#### **F. ADDITIONAL INSURED - DUTIES**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended to add the following conditions for the additional insured(s) described in paragraphs **A.** and **C.**:

An additional insured under this endorsement will as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.
2. Provide us any written documentation which triggered automatic additional insured status or waiver of recovery rights.
3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

#### **H. ADDITIONAL INSURED – DEFINITIONS:**

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

"Written contract" means a written contract or written agreement that requires you to make the person(s) or organization(s) described in paragraphs **A.** and **C.** of this endorsement an additional insured on this Coverage Part, provided the "written contract":

1. Is effective during the term of this Coverage Part;
2. Was signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part; and.
3. Pertains to the contractual relationships described in Paragraphs **A.** and **C.** of this endorsement.