

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Broward) ss.

Michael Garcia being first duly sworn, deposes and says that:

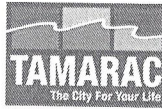
He/she is the owner (Owner, Partner, Officer, Representative or Agent) of Michael Garcia, PA, the Offeror that has submitted the attached Proposal;

1. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. Such Proposal is genuine and is not a collusive or sham Proposal;
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

By [Signature]
Michael Garcia
Printed Name
President
Title



City of Tamarac

Purchasing and Contracts Division

NON-COLLUSIVE AFFIDAVIT ACKNOWLEDGMENT

State of Florida
County of Broward

On this the 18 day of March, 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared

Michael Garcia and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

Hilda M. Carcamo
NOTARY PUBLIC, STATE OF FLORIDA

Hilda M. Carcamo

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)



HILDA M CARCAMO
Commission # GG 297809
Expires March 12, 2023
Bonded Thru Budget Notary Services

☒ Personally known to me, or
☐ Produced identification:

☒ DID take an oath, or ☐ DID NOT take an oath
(Type of Identification Produced)

CERTIFIED RESOLUTION

I, Michael Garcia (Name), the duly elected Secretary of Michael Garcia PA (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Michael Garcia (Name)", the duly elected President (Title of Officer) of Michael Garcia PA (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

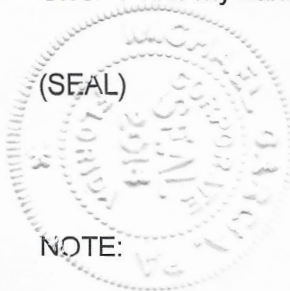
The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Michael Garcia</u>	<u>President</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 18 day of March, 2021



By: [Signature]
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Michael Garcia PA	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 888 SE 8th Avenue, Suite 400-D	Requester's name and address (optional)
	6 City, state, and ZIP code Fort Lauderdale, FL 33316	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	7	-	4	8	9	3	9	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 3/18/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Professional Liability Policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number: 1

POLICY NUMBER VUMC0209151	POLICY CHANGES EFFECTIVE 12/10/2020	COMPANY Berkley Assurance Company, A+ XV (Non-Admitted)
NAMED INSURED Michael Garcia PA		AUTHORIZED REPRESENTATIVE Marlo Edwards
COVERAGE PARTS AFFECTED Professional Liability - E&O		
<p style="text-align: center;">CHANGES</p> <p>In consideration of premium charged, it is hereby understood and agreed that the address is amended as follows:</p> <p>888 SE 3rd Avenue, Suite 400-D, Fort Lauderdale, FL 33316</p> <p>In Lieu of</p> <p>100 SE 6th St Fort Lauderdale, FL, 33301</p> <p style="text-align: center;"><small>This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. License#: P074462 Address: 970 Lake Carillon Drive, Ste 106 St. Petersburg, FL 33716</small></p> <p style="text-align: center;">ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p>		


Authorized Representative

Insured's Name Michael Garcia PA Policy # VUMC0209151
UMR # _____
(Lloyd's Policies Only)

Policy Dates From 11/01/2020 To 11/01/2021

Surplus Lines Agents Name Jessica Alcantara
Surplus Lines Agents Address 970 Lake Carillon Drive, Suite 106 St Petersburg FL 33716
Surplus Lines Agents License # P074462
Producing Agent's Name Braishfield Associates, Inc. - John Barfield, Jr
Producing Agent's Physical Address 5750 Major Boulevard, Suite #200 , Orlando, FL 32819

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Policy Premium	<u>\$5,998.00</u>	Policy Fee	<u>\$150.00</u>
Inspection Fee	<u>\$0.00</u>	Provider Fee	<u>\$0.00</u>
Tax	<u>\$303.71</u>	Service Fee	<u>\$3.69</u>
FHCF Assessment	<u>\$0.00</u>	Citizen's Assessment	<u>\$0.00</u>
EMPA Surcharge	<u>\$0.00</u>		

Surplus Lines Agent's
Countersignature



☐ **"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

☐ **"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

BERKLEY ASSURANCE COMPANY

A Stock Corporation

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322
Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260

ERRORS AND OMISSIONS – CLAIMS-MADE AND REPORTED COVERAGE DECLARATIONS

POLICY NUMBER: VUMC0209151

NAMED INSURED AND ADDRESS:

Michael Garcia PA
100 SE 6th St
Fort Lauderdale, FL 33301

RENEWAL OF: VUMC0209150

PRODUCER'S NAME AND ADDRESS:

Peachtree Special Risk Brokers - St. Petersburg
970 Lake Carillon Drive
Suite 106
St. Petersburg, FL 33716

POLICY PERIOD: November 1, 2020 to November 1, 2021 at 12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE:

Aggregate Limit	\$1,000,000
Limit of Liability Per Claim	\$1,000,000

NOTICE TO THE INSURED:

THIS COVERAGE PART PROVIDES CLAIMS-MADE AND REPORTED COVERAGE WHICH PROVIDES LIABILITY COVERAGE ONLY IF A CLAIM IS MADE AND REPORTED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

RETROACTIVE DATE (APPLICABLE TO CLAIMS MADE COVERAGES ONLY):

November 1, 2019

DESCRIPTION OF BUSINESS:

FORM OF BUSINESS: Other

PROFESSIONAL SERVICES: Licensed Lawyer

POLICY NO: VUMC0209151

Named Insured: Michael Garcia PA

DEDUCTIBLES:

Professional Liability - E&O

Deductible Per Claim	\$5,000
Aggregate Deductible	\$15,000

PREMIUM:

TOTAL PREMIUM	\$	5,998
TERRORISM ADDITIONAL PREMIUM	\$	0
ADVANCE PREMIUM	\$	5,998
MINIMUM EARNED PREMIUM	\$	1,500

FORMS AND ENDORSEMENTS (Other than applicable Forms and Endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this Coverage Part and made a part of the policy at time of issue:
SEE SC-FORMS (10-17) — SCHEDULE OF FORMS AND ENDORSEMENTS.

NAME AND ADDRESS OF UNDERWRITING OFFICE:

Verus Underwriting Managers
7807 E. Peakview Avenue, Suite 350
Centennial, CO 80111
Phone: (303) 357-2640 See Claims Notice for Claims contact information.

THESE DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND ANY ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

IN WITNESS WHEREOF, Berkley Assurance Company have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Philip S. Welt
Secretary



W. Robert Berkley, Jr.
President

Workers Compensation Policy



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 22, 2020

MICHAEL GARCIA P.A.
100 SE 6TH ST
FORT LAUDERDALE FL 33301

Policy Information:

Policy Number:	01 WEG AE1KBU
Renewal Date:	11/01/20



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: www.thehartford.com

Thank you for being a loyal customer of The Hartford.

1. Your Hartford Policy

Enclosed are renewal documents for your policy, which is scheduled to renew on **11/01/20**. Along with a new Declarations Page, which details the coverages provided by your policy, we are enclosing important policy documents. Please be aware that you will receive an invoice separately for this new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

2. Your Business Insurance Coverage Checkup

Now is a great time to complete a business insurance coverage checkup with a Hartford Insurance Professional. Because you wear so many hats each day, you may not be thinking about how changes to your business can impact the type and amount of insurance coverage needed to protect it.

Together we will evaluate how your needs may have changed over the past year. Examples include:

- Has your mailing address and/or the physical location of your business changed?
- Has there been any increase/decrease in the amount of business property/equipment you own?

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: Hartford Casualty Insurance Company
ONE HARTFORD PLAZA HARTFORD CT 06155



NCCI Company Number:
Company Code: 3

14397

POLICY NUMBER:
Previous Policy Number:

01 WEG AE1KBU
01 WEG AE1KBU

Suffix	
LARS	RENEWAL
	2

1. **Named Insured and Mailing Address:** MICHAEL GARCIA P.A.
(No., Street, Town, State, Zip Code) 100 SE 6TH ST
FORT LAUDERDALE FL 33301

FEIN Number: 47-4893999

State Identification Number(s):

The Named Insured is: Corporation
Business of Named Insured: Offices of Lawyers
Other workplaces not shown above: 100 SE 6TH STREET
Fort Lauderdale FL 33301

2. **Policy Period:** From 11/01/20 To 11/01/21 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: NORTHEAST AGENCIES INC/PHS
8209 IBM DR BLDG 102 STE 100
CHARLOTTE NC 28262

Producer's Code: 01214608
Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(866) 467-8730

Total Estimated Annual Premium: \$217

Deposit Premium:

Policy Minimum Premium: \$174 FL

Audit Period: ANNUAL

Installment Term: Full Pay (100%Down)

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan L. Castaneda
Authorized Representative

09/22/20
Date

INFORMATION PAGE (Continued)**Policy Number:** 01 WEG AE1KBU

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

SEE ENDORSEMENT-WC 99 03 68

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
Total Standard Premium			\$51
Expense Constant			\$160
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			\$4
Estimated Annual Premium (before Surcharges)			\$215
Total Estimated Surcharges			\$2

*See the attached Schedule(s) of Operations for Location and State Level Premium Information

Total Estimated Annual Premium: \$217

Deposit Premium:

Policy Minimum Premium: \$174 FL

Interstate/Intrastate Identification Number: Refer to Schedule of Operations

Labor Contractors Policy Number:

NAICS: 541110

SIC: 8111



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 01 WEG AE1KBU

Endorsement Number:

Effective Date: 11/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MICHAEL GARCIA P.A.

100 SE 6TH ST
FORT LAUDERDALE FL 33301

Item 3.D. of the Information Page is completed to include the following endorsements:

WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000414A	90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419	PREMIUM DUE DATE ENDORSEMENT
WC090303	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC090403B	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
WC090407	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
WC090408A	FLORIDA INSUFFICIENT FUNDS ENDORSEMENT
WC090606	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT
WC090607A	FLORIDA INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT NOTIFICATION
WC660438	FLORIDA NOTICE OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015
WC990001I	Signature/ Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990368	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: HARTFORD CASUALTY INSURANCE COMPANY

Company Code: 3

Policy Number: 01 WEG AE1KBU

Schedule Number: 01-09-01

Effective Date: 11/01/20 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

MICHAEL GARCIA P.A.
100 SE 6TH STREET
Fort Lauderdale FL 33301

FEIN: 47-4893999

NAICS: 541110
SIC: 8111

NO. OF EMPL: 1

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8820 ATTORNEY - ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	36,500.00	0.140000	51

Total State Summary

Total Class Premium			51
Total Estimated Annual Standard Premium			51
Expense constant			160
Terrorism Risk Insurance Program Reauthorization Act	36,500.00	0.010000	4
Disclosure Endorsement			
FL FWCIGA Surcharge		1	2
Total Estimated Annual Premium			217

Countersigned by _____

Authorized Representative

General Liability Policy



MARCH 24, 2021

Welcome to The Hartford

Policy Number: 01 SBU AK9UF9

We and NORTHEAST AGENCIES INC/PHS thank you for your business. We look forward to providing you with exceptional customer service in the years to come.

HERE'S YOUR NEW POLICY

Enclosed is your new business insurance policy. It includes forms, notices, disclosures and other important information about your coverage. In some cases, you may have paperwork that requires your special attention. If so, you'll see those documents packaged together right after this letter.

WHAT TO DO NEXT

Want a digital version of your policy? We make it easy. You can download a copy instantly when you access your account online. Plus, you'll also be able to quickly and easily do things like:

- Pay bills
- Request certificates of insurance
- Change coverage

Visit <https://business.thehartford.com> to get started today.

Thank you,

Your Customer Service Team from The Hartford

HOW TO REACH US

If you have questions, you can reach The Hartford the following ways:

ONLINE BY VISITING

<https://business.thehartford.com>

POLICY QUESTIONS

1-866-467-8730,
Monday - Friday
7 a.m. - 7 p.m. CT

24 HOUR CLAIMS HOTLINE

1-800-327-3636, always open

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



IMPORTANT NOTICE TO POLICYHOLDERS

Enclosed is your spectrum policy from the Hartford. We are providing you with a complete set of policy forms, notices and brochures. In the interest of paper conservation and to reduce expenses, at renewal of this policy we will be providing you only with those documents which have changed from those now being provided. You should retain all of these documents indefinitely so that you will have a complete set of policy forms at all times for your reference.

If you have questions, or if at any time you need copies of any of the forms listed on your policy you may access them by registering for access to the customer service portal at business.TheHartford.com. You may also request them by calling your Hartford agent or broker, or the office of the Hartford identified on your policy, as appropriate.



IMPORTANT NOTICE TO POLICYHOLDERS WITH PREMISES OR OPERATIONS IN FLORIDA

Florida Insurance Guaranty Association

Companies writing property and casualty insurance business in Florida are required to participate in the Florida Insurance Guaranty Association (FIGA). The Florida Insurance Guaranty Association administers assessments that are necessary for the payment of covered claims. Each insurance company is assessed its fair share.

Florida allows companies to surcharge policies to recover these assessments.

Your policy includes the following surcharge:

FIGA REGULAR

Your policy may also include the following surcharge:

FIGA EMERGENCY

The surcharge(s) for your policy will appear as FL FIGA REG YEAR or FL FIGA EMG **YEAR**. (The **YEAR** as displayed on your policy will change based on the **year** of the assessment.)

Failure to pay the FL FIGA REG and FL FIGA EMG Surcharges by the policyholder shall be treated as non-payment of premium and will be sufficient cause to cancel the policy.

IF YOU HAVE ANY QUESTIONS ABOUT THE FL FIGA SURCHARGES, PLEASE CONTACT YOUR HARTFORD AGENT.



IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:

1. A panel of third party incident response service providers
2. Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
3. Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
4. White papers, blogs and webinars from leading privacy and security practitioners
5. Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:

The Hartford offers a variety of endorsements to your business owner's policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636**.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:

1. The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
2. Registration is required to access the Cyber Center. You may register as many users as necessary.
3. Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs.



BUSINESS OWNER'S POLICY



Declarations: Business Owner's Policy

Policy Number: 01 SBU AK9UF9

Policy Period: 03/23/2021 to 03/23/2022, 12:01 a.m., Standard time at your mailing address shown here. Exception: 12 noon in New Hampshire.

Insurer:

Hartford Underwriters Insurance Company, a property and casualty company of The Hartford.

One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:

Michael Garcia PA
888 SE 3RD AVE STE 400D
FORT LAUDERDALE, FL 33316-1181

Type of Business: Lawyers & Law Firms

Name of Agency/Broker:

NORTHEAST AGENCIES INC/PHS
8209 IBM DR BLDG 102 STE 100
CHARLOTTE, NC 28262

Code: 01210204

Previous Policy Number:

New

Organization Type: Corporation

Audit Period: Non-Auditable

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL PREMIUM:

*Total Premium includes the premium for all Coverage Parts issued to you in this policy, as well as any companion policies delivered with this policy. Total Premium includes any applicable fees and surcharges. Total Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

Countersigned by: *Susan L. Castaneda*

03/24/2021

Authorized Representative

Date

A Business Owner's Policy typically covers property and business liability risks. Generally, Property insurance pays you if a covered cause of loss damages property that you own, rent or lease. Business liability insurance pays in certain cases where something you do or something you own causes injury or damage to someone else, or someone else's property. Please see the coverages and limits described in your Declarations for details regarding the insurance you purchased.

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.



Declarations: Business Owner's Policy



Glossary of Terms*

TERM	DEFINITION
Audit Period	Your Policy period, which may be auditable or non-auditable. If your Policy is auditable, we will examine your business records to determine actual exposures for final premium calculation.
Base Coverage Form	Each Coverage Part has a form that explains, generally, what is and is not covered. This is the first building block of the Coverage Part. All other forms directly or indirectly modify the Base Coverage Form and are attached to it.
Coverage Part	A section of the Policy for a particular coverage. Unless otherwise stated in a specific Coverage Part, a Coverage Part consists of a Declarations page, a Base Coverage Form, all forms that modify the Base Coverage Form, and other forms applicable to the Coverage Part or the entire Policy.
Declarations	The part of the insurance contract that specifies the named insured, address, policy period, covered locations, limits of insurance and other key information such as forms applicable to the Coverage Part.
Policy	A contract between you and us to provide you with certain insurance coverages. Your Spectrum Business Owner's Policy consists of all Coverage Parts and forms common to some or all Coverage Parts.

*The terms and definitions contained in the Glossary of Terms are provided to help you better understand your Business Owners Policy and how it is constructed. These terms and definitions are not definitions that apply to any Coverage Part or Policy you have purchased and should not be construed as such. Please refer to the applicable provisions in your coverage parts or policies for complete details of the defined terms, including but not limited to the applicable Definitions section of such Coverage Part or Policy.



Declarations: Locations and Location-Based Coverages

Here's how your Business Owner's insurance coverage and limits apply to your business locations (LOC). If you have more than one location or building (BLDG), we break out your coverage and limits separately for each LOC.

LOC 1, BLDG 1

Class: Lawyers & Law Firms

Location: 888 SE 3rd Avenue Fort Lauderdale, FL 33316

LOC 1, BLDG 1: LOCATION-BASED COVERAGES AND FEATURES	LIMIT OF INSURANCE
--	--------------------

No property coverage at this location	
---------------------------------------	--



Declarations:

Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Liability and Medical Expenses Limit	\$1,000,000
	Medical Expenses Limit	\$10,000
	Personal and Advertising Injury Limit	\$1,000,000
	Products-Completed Operations Aggregate Limit	\$2,000,000
	Property Damage Liability Deductible	No Deductible

ALL OTHER BUSINESS LIABILITY FORMS

Form Number	Form Name
SL 21 02 10 18	EXCLUSION - LAWYERS PROFESSIONAL LIABILITY
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM

BUSINESS LIABILITY COVERAGE PREMIUM:

* Price is subject to fees and surcharges. For more details, refer to Page 6



Declarations: Other Liability Coverages

Your policy also includes the following additional liability Coverage Parts or policies. Please see the applicable Declaration form for details.

DECLARATION FORM NUMBER	COVERAGE NAME	PREMIUM
SU 00 05 10 18	Umbrella	\$



Declarations: Common Forms

Your policy includes the Common Forms listed below. These forms apply to all Coverage Parts on your policy.

FORM NUMBER	FORM NAME
SC 00 00 10 18	COMMON POLICY CONDITIONS
SC 00 01 10 18	DECLARATIONS: BUSINESS OWNER'S POLICY
SC 70 00 12 20	DISCLOSURE - CAP ON LOSSES - TERRORISM RISK INSURANCE ACT
SC 01 09 10 18	FLORIDA CHANGES - COMMON POLICY CONDITIONS
SC 50 15 10 18	IMPORTANT NOTICE FOR FLORIDA POLICYHOLDERS
SC 50 63 06 20	IMPORTANT NOTICE TO POLICYHOLDER'S
SC 90 04 10 18	IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS
SC 50 32 10 18	IMPORTANT NOTICE TO POLICYHOLDERS WITH PREMISES OR OPERATIONS IN FLORIDA
100722	INSURANCE POLICY BILLING INFORMATION
SC 50 31 10 18	PRODUCER COMPENSATION NOTICE
SC 00 12 10 18	SPECTRUM BUSINESS OWNER'S POLICY JACKET
SC 90 15 10 18	US DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS



Declarations: Other Charges

States laws and regulations may require you to pay taxes, fees, surcharges or other costs. We've listed those charges below

DESCRIPTION	COST
Other Premiums	
Policy Base Premium	\$
Terrorism Premium	
Fees, Surcharges and Taxes	
Florida Emergency Management Surcharge	
Florida Fire (College) Marshal	

We hereby acknowledge Addendum No.1 to LOI. As such,
please see the attached personal automobile policies.

Personal Automobile Policies



Tel: 1-800-841-3000

GEICO General Insurance Company
One GEICO Center
Macon, GA 31295-0001

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: -19

Coverage Period:

03-18-21 through 09-18-21

Based on local time at the address of the named insured,
your coverage began at the later of 12:01am on 03-18-21, or
when initial payment was received, and will expire at
12:01am on 09-18-21.

Date Issued: March 18, 2021

MICHAEL GARCIA

Email Address: michael@garciapa.com

Named Insured

Additional Drivers

Michael Garcia

Vehicles

VIN

Vehicle Location

**Finance Company/
Lienholder**

1 2017 Toyota Corolla

2 2016 BMW 6 Series

Coverages*

Limits and/or Deductibles

Vehicle 1 Vehicle 2

Bodily Injury Liability			
Each Person/Each Occurrence	\$50,000/\$100,000	\$332.20	\$242.50
Property Damage Liability	\$50,000	\$117.50	\$83.90
Personal Injury Protection	Non-Ded/Insd&Rel	\$117.80	\$117.80
Uninsured Motorist/Stacked			
Each Person/Each Occurrence	\$50,000/\$100,000	\$239.60	\$355.50
Comprehensive (Excluding Collision)	\$500 Ded	\$78.40	\$304.40
Collision	\$500 Ded	\$277.50	\$352.90
Emergency Road Service	ERS FULL	\$4.50	\$5.00
Rental Reimbursement	\$50 Per Day \$1,500 Max	\$23.50	\$23.50
Six Month Premium Per Vehicle		\$1,191.00	\$1,485.50

Total Six Month Premium

\$2,676.50

T-4

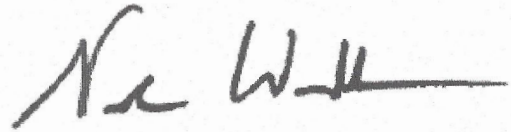
DEC_PAGE (06-16) (Page 1 of 4)

Continued on Back

New Business Page 7 of 18

69544932 00000004/00000009 00003951/00004006

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Important Policy Information

- If you have any questions about this policy, about the insurance services we offer, or if you need assistance resolving a complaint please contact GEICO at 1-800-841-3000. We can assist you with your personal insurance needs.
- Please review the front and/or back of this page for your coverage and discount information.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- Confirmation of coverage has been sent to your lienholder and/or additional insured.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree. GEICO asks that you support us in the battle against insurance fraud by reporting any suspicious activities to GEICO at (800) 824-5404 x3313 or the National Insurance Crime Bureau (NICB) (800) TEL-NICB or www.nicb.org. Your call is free. Your call can be anonymous. You could be eligible for a reward.

695424932 00000542 00000005/00000009 00003952/00004006



GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

MAILING ADDRESS

JULIO GONZALEZ

Policy Number: 07

Effective Date: 12-08-20

Expiration Date: 06-08-21

Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2011

Make: HONDA

Model: ACCORD SE

VIN:

COVERAGES

LIMITS

DEDUCTIBLES

Bodily Injury Liability

Each Person/Each Occurrence

\$100,000/\$300,000

Property Damage Liability

\$50,000

Personal Injury Protection

Work Loss Excluded For Insd & Rel

Option O

\$500 Ded/Insd&Rel

Uninsured Motorist/Stacked

Each Person/Each Occurrence

\$100,000/\$300,000

Comprehensive (Excluding Collision)

\$500 Ded

Collision

\$500 Ded

Emergency Road Service

ERS FULL

Rental Reimbursement

\$50 Per Day / \$1,500 Max

☒ Lienholder

☐ Additional Insured

☐ Interested Party

Additional Information:

Issue Date: 03-28-21

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS, AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE OR EMAIL.

Florida Automobile Insurance Identification Card

Insurer: Progressive American Insurance Co - 09412

Policy Number: 662

Effective Date: 03/24/2021

Expiration Date: 09/24/2021

**[X] Personal Injury Protection
Benefits/Property Damage Liability**

[X] Bodily Injury Liability
See policy and outline of coverage;
damage to a rental vehicle is covered
to the extent shown therein.

Named Insured(s):

Ralph E King III

PROGRESSIVE®

Year	Make	Model	VIN
2019	Cadillac	Ct6	
2015	Infiniti	Q50	

NAIC Number: 24252

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Lisa C King
Ralph E King III
Gold Membership
Valued Customer Since 2019



Form A022 FL (03/11)

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM

Call 1-800-274-4499 or go to claims.progressive.com.

NEED ROADSIDE ASSISTANCE?

Call 1-800-776-2778.

The Progressive logo, featuring the word "PROGRESSIVE" in a bold, italicized, blue sans-serif font, followed by a registered trademark symbol (®).

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

Your Agent:

MOODY INSURANCE GRP 1-954-266-7700

See claims reporting information on reverse side.

Misrepresentation of insurance is a first degree misdemeanor.

PROGRESSIVE®

CELEDINAS INS GRP
4400 PGA BLVD #1000
PALM BEACH GRDNS, FL 33410

PROGRESSIVE
AUTO

ARTHUR MARCHETTA JR

Policy Number: 8014

Underwritten by:

Progressive American Insurance Co

March 23, 2020

Policy Period: Apr 25, 2020 - Oct 25, 2020

Page 1 of 3

1-561-622-2550

CELEDINAS INS GRP

Contact your agent for personalized service.

progressiveagent.com

Online Service

Make payments, check billing activity, update
policy information or check status of a claim.

1-800-274-4499

To report a claim.

Auto Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on April 25, 2020 at 12:01 a.m. This policy expires on October 25, 2020 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle, unless the policy contract or endorsements indicate otherwise. The policy contract is form 9611A FL (07/17). The contract is modified by form A261 FL (08/18).

Drivers and resident relatives

Additional information

ARTHUR MARCHETTA JR

Named insured

Outline of coverage

2019 CADILLAC ESCALADE 4 DOOR WAGON

VIN:

Garaging ZIP Code: 33019

Primary use of the vehicle: Pleasure

Length of vehicle ownership when policy started or vehicle added: At least 1 month but less than 1 year

	Limits	Deductible	Premium
Liability To Others			
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		\$400
Property Damage Liability	\$100,000 each accident		113
Personal Injury Protection/Deductible applies to	\$10,000	\$0	71
Named Insured/Spouse/Dependent Resident Relatives			
Uninsured Motorist - Nonstacked	\$100,000 each person/\$300,000 each accident		84
Comprehensive	Actual Cash Value	\$500	252
Collision	Actual Cash Value	\$500	253
Rental Reimbursement	up to \$60 each day/maximum 30 days		32
Loan/Lease Payoff	25% Of The Actual Cash Value		57
Total premium for 2019 CADILLAC			\$1,262

2014 JEEP GRAND CHEROKEE 4 DOOR WAGON

VIN: 8955

Garaging ZIP Code: 33019

Primary use of the vehicle: Commute

Length of vehicle ownership when policy started or vehicle added: At least 3 years but less than 5 years

	Limits	Deductible	Premium
Liability To Others			
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		\$427
Property Damage Liability	\$100,000 each accident		157
Personal Injury Protection/Deductible applies to	\$10,000	\$0	105
Named Insured/Spouse/Dependent Resident Relatives			
Uninsured Motorist - Nonstacked	\$100,000 each person/\$300,000 each accident		134
Comprehensive	Actual Cash Value	\$1,000	53
Collision	Actual Cash Value	\$1,000	133
Rental Reimbursement	up to \$60 each day/maximum 30 days		27
Total premium for 2014 JEEP			\$1,036
Total 6 month policy premium			\$2,298.00
Discount if paid in full			-488.00
Total 6 month policy premium if paid in full			\$1,810.00

Premium discounts

Policy	
8014	Home Owner, Multi-Car, Continuous Insurance: Platinum, Paperless and Three-Year Safe Driving
Vehicle	
2019 CADILLAC ESCALADE	Anti-Lock Brakes, Driver and Passenger-side Airbag, Passive Anti-Theft Device and Smart Technology Discount
2014 JEEP GRAND CHEROKEE	Anti-Lock Brakes, Driver and Passenger-side Airbag and Passive Anti-Theft Device

Smart Technology DiscountSM is a service mark of Progressive Casualty Ins. Co.


Lienholder and additional interest information

Vehicle	Lienholder	Additional interest
2019 CADILLAC ESCALADE		GM FINANCIAL ARLINGTON, TX 76096
2014 JEEP GRAND CHEROKEE 1		

Policyholder inquiries

You may call your agent at 1-561-622-2550 to present inquiries or obtain information about coverage, and to obtain assistance with any complaints.

Agent signature



Company officers

A handwritten signature in black ink, appearing to read "P. J. Marchetta". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Secretary

We hereby acknowledge No.1 to the LOI. As such,
please see the attached Umbrella Policy.

Umbrella Policy



Declarations: Umbrella Liability Supplemental Policy

This Declarations Page, with the Umbrella Liability Supplemental Policy Form and Supplemental Policy endorsements, if any, shall together constitute this Umbrella Liability Supplemental Policy, also referred to as "Supplemental Policy". The Supplemental Policy in turn forms a part of the Policy Number shown below.

None of the provisions of the Policy to which this Supplemental Policy is attached applies to the Umbrella Liability Insurance provided hereunder, unless otherwise specified in this Supplemental Policy.

Policy Number: 01 SBU AK9UF9

Policy Period

Effective Date: 03/23/2021

Expiration Date: 03/23/2022

12:01 A.M., Standard time at the address of the named insured as stated herein.

Insurer:

Hartford Underwriters Insurance Company
One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:

Michael Garcia PA
888 SE 3RD AVE STE 400D
FORT LAUDERDALE, FL 33316-1181

Named Insured Is: Michael Garcia PA

PREMIUM:

CONTINUED





CONTINUED

Declarations: Umbrella Liability Supplemental Policy

POLICY PERIOD

12:01 A.M., Standard time at the address of the named insured as stated herein.

EFFECTIVE DATE: 03/23/2021**EXPIRATION DATE:** 03/23/2022**LIMITS OF INSURANCE**

The Limits of Insurance subject to all the terms of this Supplemental Policy that apply are:

EACH OCCURRENCE LIMIT: \$1,000,000**GENERAL AGGREGATE LIMIT:** \$1,000,000

(Other than Products - Completed Operations, Bodily Injury By Disease and Automobile)

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT: \$1,000,000**BODILY INJURY BY DISEASE AGGREGATE LIMIT:** \$1,000,000**SELF INSURED RETENTION:** \$10,000 Each Occurrence

Schedule of Underlying Insurance

See Attached Extension Schedule of Underlying Insurance

Form Numbers of Forms and Endorsements that apply:

FORM NUMBER	FORM NAME
SU 00 05 10 18	UMBRELLA LIABILITY SUPPLEMENTAL POLICY DECLARATIONS PAGE
SU 20 00 10 18	ABSOLUTE LEAD EXCLUSION
SU 20 07 10 18	EXCLUSION - AUTO
SU 20 10 10 18	EXCLUSION - CARE, CUSTODY OR CONTROL OF REAL PROPERTY
SU 00 00 12 19	UMBRELLA LIABILITY SUPPLEMENTAL POLICY
SU 01 09 06 20	AMENDMENT OF UMBRELLA CONDITIONS - FLORIDA
SU 20 01 10 18	EXCLUSION - SILICA
SU 20 09 10 18	EXCLUSION - CARE, CUSTODY OR CONTROL OF PERSONAL PROPERTY
SU 20 60 10 18	EXCLUSION - LAWYERS PROFESSIONAL LIABILITY
SU 00 03 10 18	EXTENSION SCHEDULE OF UNDERLYING INSURANCE





CONTINUED

Declarations: Umbrella Liability Supplemental Policy

Countersigned by:	<i>Susan L. Castaneda</i>	03/24/2021
	Authorized Representative	Date
Countersigned by:	<i>Lisa Levin</i>	03/24/2021
	Lisa Levin, Secretary	Date
Countersigned by:	<i>Douglas Elliot</i>	03/24/2021
	Doug Elliot, President	Date



EXTENSION SCHEDULE OF UNDERLYING INSURANCE



This extension schedule forms a part of the Supplemental Policy.

An "X" marked in a box indicates the corresponding coverage is provided in the "underlying insurance".

Please note the Maintenance Of Underlying Insurance condition in the Umbrella Liability Supplemental Policy.

A. (X) Business Liability

Carrier, Policy Number and Policy Period: Hartford Underwriters Insurance Company
01 SBU AK9UF9
03/23/2021 To 03/23/2022

Type of Coverage		Applicable Limits	
(X)	Liability and Medical Expenses	\$1,000,000	Per Occurrence
(X)	Personal and Advertising Injury	\$1,000,000	Per Person/Organization
(X)	Products/Completed Operations Aggregate	\$2,000,000	Aggregate
(X)	General Aggregate	\$2,000,000	Aggregate
(X)	Damages To Premises Rented To You	\$1,000,000	Any One Premises
()	Hired Auto and Non-Owned Auto Liability		

B. () Liquor Liability

Carrier, Policy Number and Policy Period:

Type of Coverage	Applicable Limits
Liquor Liability	

EXTENSION SCHEDULE OF UNDERLYING INSURANCE (Continued)



POLICY NUMBER: 01 SBU AK9UF9

- C. ☐ Comprehensive Automobile Liability
Carrier, Policy Number and Policy Period:

Type of Coverage

☐ Owned Autos

☐ Non-Owned Autos

☐ Hired Autos

Applicable Limits

Bodily Injury Liability

Each Person
Each Accident

Property Damage Liability

Each Accident

Bodily Injury and Property Damage Liability Combined

Each Person
Each Accident

Type of Coverage

☐ Uninsured Motorist

☐ Underinsured Motorist

Applicable Limits

Each Accident
Each Occurrence

Each Person
Each Accident

EXTENSION SCHEDULE OF UNDERLYING INSURANCE (Continued)



POLICY NUMBER: 01 SBU AK9UF9

D. () Employer's Liability

Carrier, Policy Number and Policy Period:

Type of Coverage	Applicable Limits
Employers Liability	Each Accident* Each Employee by Disease* Total Policy by Disease*

*In any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE (Continued)



POLICY NUMBER: 01 SBU AK9UF9

E. () Foreign Liability

Carrier, Policy Number and Policy Period:

Type of Coverage	Applicable Limits
() Foreign Commercial General Liability	
() Liability and Medical Expenses	Per Occurrence
() Personal And Advertising Injury	Per Person/Organization
() Products/Completed Operations Aggregate	Aggregate
() General Aggregate	Aggregate
() Damages To Premises Rented To You	Any One Premises
() Foreign Contingent Auto Liability	Each Accident
() Foreign Employers Liability	Each Accident*
	Each Employee by Disease*
	Total Policy by Disease*

*In any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.



BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE

Beginning On Page

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured 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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. 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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

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) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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 "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

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

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises 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 D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway 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 equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to 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, any person is an insured while operating 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, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part 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.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

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

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

c. Method Of Sharing

If all 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.



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.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



- (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) 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.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "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; or
 - 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 "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.



EXCLUSION - NUCLEAR ENERGY LIABILITY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. This insurance does not apply:

1. To any injury or damage:
 - a. With respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
3. Under any Medical Payments or Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
4. To any injury or damage resulting from the "hazardous properties" of "nuclear material"; if:
 - a. The "nuclear material":
 - (1) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (2) Has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time was possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by any insured of any "technology services" in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
 - d. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (d) applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion, the following definitions apply:

1. "Byproduct material", "source material" and "special nuclear material" have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
2. "Computer system and network" means:
 - a. Leased or owned computer hardware including mobile, networked, and data storage computing equipment;
 - b. Owned or licensed software;
 - c. Owned websites;
 - d. Leased or owned wireless input and output devices; and
 - e. Electronic backup facilities and data storage repositories employed in conjunction with 2.a. through 2.d. above.
3. "Hazardous properties" include radioactive, toxic or explosive properties.
4. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:



- (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste",
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
5. "Nuclear material" means "byproduct material", "source material" or "special nuclear material".
6. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
7. "Property damage" and injury or damage include all forms of radioactive contamination of property.
8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
9. "Technology services" means:
 - a. The following services performed for others:
 - (1) Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (2) Integration of systems;
 - (3) Processing of, management of, mining or warehousing of data;
 - (4) Administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 - (5) Website development; website hosting;
 - (6) Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 - (7) Manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (8) Design and development of: code, software or programming;
 - (9) Providing software application: services, rental or leasing;
 - (10) Screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 - (11) "Telecommunication services"; and
 - (12) "Telecommunication products".
 - b. Web-related software and connectivity services performed for others; and
 - c. Activities on the named insured's "computer system and network".
10. "Waste" means any waste material:
 - a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".



EXCLUSION – SILICA – BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

Silica

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following definition is added to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including, but not limited to, quartz.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION – LAWYERS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **B. EXCLUSIONS**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional legal services by a lawyer or by any other person performing such legal services.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional legal service described above.



UMBRELLA LIABILITY SUPPLEMENTAL POLICY

UMBRELLA LIABILITY SUPPLEMENTAL POLICY READ YOUR POLICY CAREFULLY

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UMBRELLA LIABILITY SUPPLEMENTAL POLICY

In this Supplemental Policy the words "you" and "your" refer to the Named Insured first shown in the Supplemental Policy Declarations and any other person or organization qualifying as a Named Insured under this Supplemental Policy. The words "we", "us" and "our" refer to the insurance company shown in the Supplemental Policy Declarations.

Other words and phrases that appear in quotation marks also have special meanings. Refer to Section **F. DEFINITIONS**.

IN RETURN FOR THE PAYMENT OF THE PREMIUM and in reliance upon the statements in the Supplemental Policy Declarations made a part hereof, and subject to all of the terms of this Supplemental Policy we agree with you as follows:

A. COVERAGES

1. Umbrella Liability Insurance

Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in Section **D. LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **B. INVESTIGATION, DEFENSE, SETTLEMENT**.

- b. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
- (1) The "bodily injury" or "property damage" occurs during the "policy period", or the "personal and advertising injury" is caused by an offense committed during the "policy period"; and
 - (2) Prior to the "policy period", no "insured" listed under Paragraph 1. of Section **C. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph 1. of Section **C. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for "damages" because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. Exclusions

This Supplemental Policy does not apply to:

a. Pollution

Any obligation:

- (1) To pay for the cost of investigation, defense or settlement of any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the "pollution hazard"; or
- (2) To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
 - (a) By reason of any such claim or "suit" or any such injury or damage; or
 - (b) In complying with any action authorized by law and relating to such injury or damage.

EXCEPTION

This exclusion does not apply:

- (a) To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- (b) To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Extension Schedule Of Underlying Insurance is in force and applicable to the "occurrence". In such event, any coverage afforded by this Supplemental Policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this Supplemental Policy. But, in the event that such valid and collectable "underlying insurance" is not maintained with limits of liability as set forth in the Extension Schedule Of Underlying Insurance, this Exception (b) does not apply.
- (c) Exception (b) also does not apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (i) That are, or that are contained in any property that is:
 - (aa) Being transported or towed by, or handled for movement into, onto or from, any "auto";
 - (bb) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (cc) Being stored, disposed of, treated or processed in or upon any "auto";
 - (ii) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
 - (iii) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
- (d) Paragraph (i) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:
 - (i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - (ii) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs f.(2) or f.(3). of the definition of "mobile equipment".
- (e) Paragraphs (c)(ii) and (c)(iii) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:
 - (i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
 - (ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Workers' Compensation And Similar Laws

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

d. Personal And Advertising Injury

"Personal and advertising injury".

(1) EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage



provided under this Supplemental Policy apply to any claim or "suit" to which "underlying insurance" does not apply. This **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule Of Underlying Insurance.

When this **EXCEPTION** applies, the insurance provided under this Supplemental Policy for "personal and advertising injury" will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

This **EXCEPTION** does not apply to:

(a) Aircraft (Unmanned Aircraft)

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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 "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this Paragraph **(a)** does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(i) Infringement, in your "advertisement", of:

(aa) Copyright;

(bb) Slogan; or

(cc) Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

(b) Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

e. Underlying Insurance

The amount of any injury or damage:

(1) Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its coverage part, policy, or endorsement; or

(2) For which damages would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

f. Aircraft (Other Than Unmanned Aircraft)

(1) "Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of any aircraft (other than "unmanned aircraft"):

(a) Owned by any "insured"; or

(b) Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") that is owned or operated by or rented or loaned to any "insured".

(2) This exclusion does not apply to aircraft (other than "unmanned aircraft") that is:

- (a) Hired, chartered or loaned with a paid crew; but
- (b) Not owned by any "insured".

(3) This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

g. Aircraft (Unmanned Aircraft)

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

h. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others, of any watercraft that is owned or operated by or rented or loaned to, any "insured".

This exclusion does not apply to:

(1) 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;

(2) "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or

(3) Any watercraft while ashore on premises owned by, rented to or controlled by you.

i. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to property you own.

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.



This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Expected Or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

p. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:

- (a) Employment by the "insured"; or
 - (b) Performing duties related to the conduct of the "insured's" business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

EXCEPTIONS:

This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

With respect to injury arising out of an "auto" covered under the applicable "underlying insurance," this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this exclusion, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury".

To the extent this exclusion does not apply, the insurance provided under this Supplemental Policy for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

q. Property Damage To Employee's Property

With respect to coverage afforded any of your "employees", "property damage" to property owned or occupied by or rented or loaned to:

- (1) That "employee";
- (2) Any of your other "employees";
- (3) Any of your partners or members (if you are a partnership or joint venture); or
- (4) Any of your members (if you are a limited liability company).

r. First-Party Auto Or Mobile Equipment Coverages

Any claim arising out of or relating to an "auto" or "mobile equipment" for:

- (1) Uninsured or underinsured motorists coverage;
- (2) Personal injury protection;

- (3) Auto medical payments coverage;
 - (4) First-party physical damage coverage; or
 - (5) Any similar no-fault coverage by whatever name called;
- unless this Supplemental Policy is endorsed to provide such coverage.

s. Employment Practices Liability

Any injury or damage to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person, as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (1)(b) or (1)(c) above is directed.
- (3) This exclusion applies:
 - (a) Whether the injury-causing event described in Paragraphs (1)(a), (1)(b) or (1)(c) above occurs before employment, during employment or after employment of that person;
 - (b) Whether the "insured" may be liable as an employer or in any other capacity; and
 - (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

t. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

u. Asbestos

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- (1) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- (2) Arise out of any request, demand, order, or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- (3) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

v. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of an "auto" or "mobile equipment" while being used in any:

- (1) Prearranged or organized racing, speed or demolition contest;
- (2) Stunting activity; or
- (3) Preparation for any such contest or activity.

w. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

- (1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets,



processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic 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.

However, unless Paragraph (1) above applies, this exclusion does not apply to "damages" because of "bodily injury".

x. Limited Underlying Coverage

Any injury, damage, loss, costs or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- (1) "Underlying insurance" provides coverage; but that
(2) Because of a provision within the "underlying insurance", such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" shown on the Extension Schedule Of Underlying Insurance.

y. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
(4) Any federal, state, or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

z. Nuclear Energy Liability Exclusion (Broad Form)

- (1) "Bodily injury" or "property damage":
(a) With respect to which an "insured" under this Supplemental Policy is also an "insured" under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
(ii) The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
(2) "Bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:
(a) The "nuclear material":
(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured"; or
(ii) Has been discharged or dispersed therefrom;
(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or



- (c) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

(3) As used in this exclusion:

"Property damage" includes all forms of radioactive contamination of property.

B. INVESTIGATION, DEFENSE, SETTLEMENT

1. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and for which no coverage is provided under any "underlying insurance" or for which the underlying limits of any "underlying insurance" have been exhausted solely by payments of damages because of "occurrences" during the "policy period"; we:
 - a. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this Supplemental Policy;
 - b. May make such investigation and settlement of any claim or "suit" as we deem expedient;
 - c. Will pay:
 - (1) All expenses incurred by us;
 - (2) All court costs taxed against the "insured" in any "suit" defended by us. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the "insured"; and
 - (3) All interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance;
 - (4) All premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an "accident" or traffic law violation arising out of the operation of any vehicle to which this Supplemental Policy applies, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, these bonds, whether the collateralization is characterized as premium or not;
 - (5) All reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured"; and the amounts incurred in Paragraph c. above, are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

We may pay any part or all of the "self insured retention" to pay a judgment or to effect settlement of a claim or "suit", and upon notification of the action taken, the "insured" shall promptly reimburse us for such amounts paid.

2. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" or "underlying insurance" made with our written consent.
3. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost or expenses incurred by any underlying insurer.

C. WHO IS AN INSURED

1. If you are designated in the Supplemental Policy Declarations as:



- a. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business, other than that described in b. through e. below, of which you are the sole owner.
 - b. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
 - c. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
 - e. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.
2. Each of the following is also an "insured":
- a. Your "volunteer workers" only while performing duties related to the conduct of your business or your "employees" other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:
 - (1) Within the scope of their employment by you or while performing duties related to the conduct of your business; and
 - (2) Only if such "volunteer workers" or "employees" are "insureds" in the "underlying insurance" with limits of liability at least as high as set forth in the Extension Schedule Of Underlying Insurance, subject to all the limitations upon coverage and all other policy terms and conditions of such "underlying insurance" and this Supplemental Policy.
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this insurance.
3. With respect to any "auto", any person or entity that qualifies as an insured under the "underlying insurance" is an "insured" under this Supplemental Policy, subject to all the limitations of such "underlying insurance".
4. With respect to "mobile equipment", any person is an "insured" while driving such equipment along a public highway 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 equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an "insured" with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an "insured" under this provision.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.
- However:
- 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;
 - b. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.



6. Each person or organization, not included as an "insured" in Paragraphs 1., 2., 3., 4., or 5., who is an insured in the "underlying insurance" is an "insured" under this Supplemental Policy subject to all the terms, conditions and limitations of such "underlying insurance".

With respect to any person or organization who is not an insured under "underlying insurance" but qualifies as an "insured" under this Supplemental Policy, coverage under this Supplemental Policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- a. Of the scope of coverage provided by the applicable "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this Supplemental Policy and any endorsements attached hereto; and
 - b. That such coverage provided by the applicable "underlying insurance" is maintained having limits as set forth in the Extension Schedule Of Underlying Insurance.
7. No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Supplemental Policy Declarations.

D. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Supplemental Policy Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. "Insureds";
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. Coverages under which "damages" are covered under this Supplemental Policy.
2. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":
 - a. Because of injury or damage included within the "products-completed operations hazard";
 - b. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
 - c. Because of "bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of any "auto".
3. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" included within the "products-completed operations hazard".
4. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
5. Subject to Paragraphs 2., 3., or 4. above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
6. If coverage provided to an additional insured under this Supplemental Policy is required by a written contract, written agreement or permit, the most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Supplemental Policy Declarations, whichever is less.

Such additional insured coverage provided by this Supplemental Policy will not be broader than coverage provided by the "underlying insurance".



7. Our obligations under this insurance, except for our obligations under the Cancellation and Nonrenewal Conditions, end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
8. The limits of this Supplemental Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Supplemental Policy Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

E. CONDITIONS

1. Premium

All premiums for this Supplemental Policy shall be computed in accordance with the Premium Section of the Supplemental Policy Declarations. The premium stated as such in the Supplemental Policy Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the end of the "policy period", the earned premium may be recomputed for such period, and upon notice thereof to the Named Insured first shown in the Supplemental Policy Declarations, shall become due and payable by such Named Insured. If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named Insured first shown in the Supplemental Policy Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us upon our request.

2. Inspection And Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

- a. Safe;
- b. Healthful; or
- c. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this Supplemental Policy, insofar as they relate to the subject matter of this Supplemental Policy.

3. Duties In The Event Of Occurrence, Claim Or Suit

- a. You, or any other "insured" under this Supplemental Policy must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this Supplemental Policy.

(1) This requirement applies only when such "occurrence" is known to any of the following:

- (a) You, or any other "insured" under this Supplemental Policy that is an individual;
- (b) Any partner, if you or any other "insured" under this Supplemental Policy is a partnership;
- (c) Any manager, if you or any other "insured" under this Supplemental Policy is a limited liability company;
- (d) Any "executive officer" or insurance manager, if you or any other "insured" under this Supplemental Policy is a corporation.
- (e) Any trustee, if you or any other "insured" under this Supplemental Policy is a trust; or
- (f) Any elected or appointed official, if you or any other "insured" under this Supplemental Policy is a political subdivision or public entity.

This duty applies separately to you and any other "insured" under this Supplemental Policy.

(2) To the extent possible, notice should include:

- (a) How, when and where the "occurrence" took place;
- (b) The names and addresses of any injured persons and witnesses; and

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

- b. If a claim is made or "suit" is brought against any "insured", you or any other "insured" under this Supplemental Policy must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us in writing as soon as practicable if the claim or "suit" is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.
- c. You or any other "insured" under this Supplemental Policy must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request in the enforcement of any right against any person or organization that may be liable to any "insured" because of injury or damage to which this Supplemental Policy or any "underlying insurance" or "self-insured retention" may also apply.
- d. No "insured" will, except at that "insured's" own cost, make or agree to any settlement for a sum in excess of:
 - (1) The total limits of "underlying insurance"; or
 - (2) The "self-insured retention" if no "underlying insurance" applies, without our consent.
- e. No "insured" will, except at that "insured's" own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

4. Assistance And Cooperation Of The Insured

The "insured" shall:

- a. Cooperate with us and comply with all the terms and conditions of this Supplemental Policy; and
- b. Cooperate with any of the underlying insurers as required by the terms and conditions of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this Supplemental Policy or any "underlying insurance".

5. Legal Action Against Us

No person or organization has a right under this Supplemental Policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- b. To sue us on this Supplemental Policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but, we will not be liable for damages that are not payable under the terms of this Supplemental Policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

6. Appeals

- a. In the event the "insured", or any insurers providing coverage to which this Supplemental Policy is excess, elects to appeal a judgment in excess of such "underlying insurance", any applicable self-insured retention, and any other valid and collectible insurance, we shall be liable, in addition to the applicable Limit of Insurance, to pay the premium on appeal bonds for that portion of the judgment in excess of the "underlying insurance", self-insured retention, and any other valid and collectible insurance and within the applicable limit of insurance under this Supplemental Policy, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, those bonds, whether the collateralization is characterized as premium or not.

However, if we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of this Supplemental Policy, then we will have no obligation to pay any premium on an appeal bond, and the "insured" or the "insured's" underlying insurers or both will bear:

- (1) The full cost and duty of obtaining any appeal bond; and
- (2) The taxable costs, disbursements and additional interest incidental to such appeal.

If the claim is settled for less than the judgment amount, we shall only be liable for that portion of the settlement that is in excess of any applicable "underlying insurance", self-insured retention, and any other valid and collectible insurance and within the applicable limit of this Supplemental Policy.

- b. If the "insured", or any insurers providing coverage to which this Supplemental Policy is excess, elect not to appeal a judgment in excess of such "underlying insurance", applicable self-insured retention, and any other valid and collectible insurance, then we shall have the right to pursue such appeal. In that case, if the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of such "underlying insurance", self-insured retention, and any other valid and collectible insurance, then we shall be liable, in addition to the applicable limit of insurance, for:
 - (1) All expenses incurred by us;
 - (2) All court costs taxed against the "insured" in connection with such appeal. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the "insured";
 - (3) All interest on the entire amount of the judgment which accrues after the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment which is within the limits of the "underlying insurance" self-insured retention, and any other valid and collectible insurance; and
 - (4) All premiums on appeal bonds for the amount of the judgment that is within the limits of any self-insured retention, "underlying insurance", and this Supplemental Policy, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, those bonds, whether the collateralization is characterized as premium or not;

7. Other Insurance

This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

- a. Primary;
- b. Contributing;
- c. Excess; or
- d. Contingent;

Provided that if such other insurance provides umbrella coverage in excess of "underlying insurance" or a self-insured retention, this Supplemental Policy shall contribute therewith with respect to "damages".

However, in the event that there is such other umbrella coverage available to cover such excess loss on an excess basis, we will pay only our share of the amount of such excess loss payable under this Supplemental Policy.

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the "insured" has rights to recover all or a part of any payment we have made under this Supplemental Policy, those rights are transferred to us. The "insured" must do nothing after a loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.
- b. Recoveries shall be applied to reimburse:
 - (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;



(2) Second, us, along with any other insurers with whom we participate in a loss on a quota share basis at the same layer;

(3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- c. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

9. Changes

This Supplemental Policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this Supplemental Policy, or stop us from asserting any rights under the terms of this Supplemental Policy.

The Named Insured first shown in the Supplemental Policy Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this Supplemental Policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Supplemental Policy.

10. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Supplemental Policy to the Named Insured first shown in the Supplemental Policy Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom claim is made or "suit" is brought.

11. Maintenance Of Underlying Insurance

Policies, endorsements, and coverage parts affording in total the coverage and limits stated in the Extension Schedule Of Underlying Insurance shall be maintained in full effect during the currency of this Supplemental Policy. Your failure to comply with the foregoing shall not invalidate this Supplemental Policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied with this Paragraph 11.

The Named Insured first shown in the Supplemental Policy Declarations shall give us written notice as soon as practicable of any of the following:

- a. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
- b. Termination of part or all of one or more of the policies, endorsements, or coverage parts of "underlying insurance";
- c. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this Supplemental Policy.

12. Cancellation

- a. The Named Insured first shown in the Supplemental Policy Declarations may cancel this Supplemental Policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
- b. We may cancel this Supplemental Policy by mailing or delivering to the Named Insured first shown in the Supplemental Policy Declarations at the address shown in the Supplemental Policy Declarations, written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.



- c. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named Insured first shown in the Supplemental Policy Declarations or by us will be equivalent to mailing.
- d. If the Named Insured first shown in the Supplemental Policy Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Supplemental Policy Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

13. Nonrenewal

- a. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Supplemental Policy Declarations, at the address shown in the Supplemental Policy Declarations, written notice of nonrenewal at least 30 days before the end of the "policy period".
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. If we offer to renew but such Named Insured does not accept, this Supplemental Policy will not be renewed at the end of the current "policy period".

14. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other "employee" arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other "employee" automatically terminates at the same time.

15. Bankruptcy Or Insolvency Of Insured

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this Supplemental Policy.

16. Representations Or Fraud

By accepting this Supplemental Policy, you agree:

- a. The statements in the Supplemental Policy Declarations are accurate and complete;
- b. The statements in the Extension Schedule Of Underlying Insurance are accurate and complete;
- c. The statements in **a.** and **b.** are based upon representations you made to us;
- d. We have issued this Supplemental Policy in reliance upon your representations; and
- e. This Supplemental Policy is void in any case of fraud by you as it relates to this Supplemental Policy or any claim under this Supplemental Policy.

F. DEFINITIONS

Except as otherwise provided in this Section or amended by endorsement, the words or phrases that appear in quotation marks within this Supplemental Policy shall follow the definitions of the applicable "underlying insurance".

- 1. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
- 3. "Covered pollution cost or expense":
 - a. Means any cost or expense arising out of:
 - (1) Any request, demand or order; or

- (2) Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- b. Does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
 - (b) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (c) Being stored, disposed of, treated or processed in or upon any "auto"; or
 - (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
 - (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
- c. Paragraph (1)(a) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:
- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs f.(2) or f.(3) of the definition of "mobile equipment".
- d. Paragraphs b.(1)(b) and b.(1)(c) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:
- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
4. "Damages" means a monetary award, monetary settlement or monetary judgment. "Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.
- a. The following are not considered "damages" and are not covered by this Supplemental Policy:
- (1) Fines, penalties, sanctions or taxes;
 - (2) Attorney's fees and costs associated with any non-monetary relief awarded against the "insured"; or
 - (3) Any monetary award, monetary settlement or monetary judgment for which insurance is prohibited by the law(s) applicable to the construction of this Supplemental Policy.
5. "Hazardous properties" include radioactive, toxic or explosive properties.
6. "Insured" means any person or organization qualifying as an "insured" in the applicable Who Is An Insured provision of this Supplemental Policy, including any additional insured added by endorsement. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under Section **D. LIMITS OF INSURANCE**.
7. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

- 8. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- 9. "Nuclear material" means source material, special nuclear material or by-product material.
Source material, special nuclear material and by-product material have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 10. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 11. "Occurrence" means:
 - a. With respect to "bodily injury" or "property damage", an "accident", including continuous or repeated exposure to substantially the same general harmful conditions; and
 - b. With respect to "personal and advertising injury", an offense described in the definition of "personal and advertising injury" in the "underlying insurance".



12. "Policy period" as used in this Supplemental Policy means the period beginning with the effective date stated as such in the Supplemental Policy Declarations and ending with the earlier of:
- The date of cancellation of this Supplemental Policy; or
 - The expiration date stated as such in the Supplemental Policy Declarations.
13. "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:
- Pollutants;
 - Contaminants;
 - Irritants; or
 - Toxic substances;
- including smoke, vapors, soot, fumes, acids, alkalis, chemicals, or waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned, or reclaimed.
14. "Self-insured retention" means the amount stated as such in the Supplemental Policy Declarations which is retained and payable by the "insured" with respect to each "occurrence".
15. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
16. "Underlying insurance" means the insurance policies, coverage parts, and endorsements listed in the Extension Schedule Of Underlying Insurance, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule Of Underlying Insurance.
- The limits of "underlying insurance" include:
- (1) Any applicable deductible amount;
 - (2) Any participation of any "insured"; and
 - (3) Any applicable self-insured retention;
- Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this Supplemental Policy. The coverages and limits of such policies, coverage parts, and endorsements and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:
- (1) Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy, coverage part, or endorsement; or
 - (2) The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".
- The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.
17. "Waste" means any waste material:
- Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".



AMENDMENT OF UMBRELLA CONDITIONS - FLORIDA

This endorsement modifies insurance provided under the

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following changes are made to Section **E.**, **CONDITIONS**:

1. Paragraphs **3.b.** and **3.c.** are deleted and replaced with the following:
 - b. If a claim is made or "suit" is brought against any "insured", you or any other "insured" under this Supplemental Policy must:
 - (1) Record, as soon as practicable, the specifics of the claim or "suit" and the date received; and
 - (2) Notify us in writing as soon as practicable if the claim or "suit" is likely to exceed the amount of the "self insured retention" or "underlying insurance", whichever applies.
 - c. You or any other "insured" under this Supplemental Policy must:
 - (1) Send us copies, as soon as practicable, of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request in the enforcement of any right against any person or organization that may be liable to any "insured" because of injury or damage to which this Supplemental Policy or any "underlying insurance" or "self-insured retention" may also apply.
2. Paragraph **12.b.** is deleted and replaced by the following:
 - b. **Cancellation Of Policies In Effect**
 - (1) **For Policies in Effect 90 Days or Less**

If this Supplemental Policy has been in effect for 90 days or less, we may cancel this Supplemental Policy by mailing or delivering to the First Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

 - (a) 10 days before the effective date of cancellation if we cancel for non payment of premium; or
 - (b) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (i) A material misstatement or misrepresentation; or
 - (ii) A failure to comply with underwriting requirements established by the insurer;
 - (2) **For Policies In Effect For More Than 90 Days**

If this Supplemental Policy has been in effect for more than 90 days, we may cancel this Supplemental Policy only for one or more of the following reasons:

 - (a) Nonpayment of premium;
 - (b) The policy was obtained by a material misstatement;
 - (c) Failure to comply with underwriting requirements established by insurer within 90 days of the effective date of coverage;
 - (d) A substantial change in the risk covered by the Supplemental Policy; or
 - (e) The cancellation is for all insureds under such policies for a given class of insureds.



(3) If we cancel this Supplemental Policy for any of the reasons in (2) above, we will mail or deliver to the First Named Insured(s) written notice of cancellation accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment; or

(b) 45 days before the effective date of cancellation if we cancel for any of the reasons stated in Paragraph (2)(b) through (2)(e).

3. Paragraph 12.d. is deleted and replaced by the following:

d. If this Supplemental Policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Supplemental Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will refund any premium within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of your audit. The cancellation will be effective even if we have not made or offered a refund.

4. Paragraph 13., **Nonrenewal** is deleted and replaced by the following:

Nonrenewal

a. If we decide not to renew this Supplemental Policy we will mail or deliver to the First Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this Supplemental Policy.

b. Any notice of nonrenewal will be mailed or delivered to the First Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The following changes are made to Section F., **Definitions**:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph A.2., Exclusions:

Absolute Lead Exclusion

This Supplemental Policy does not apply to:

- (1) Any injury, damage, loss, costs or expense, including, but not limited to, "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, the "lead hazard."
- (2) Any "damages", judgments, settlements, loss costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of, or would not have occurred, in whole or in part, but for the "lead hazard"; or
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any "insured" or others:
 - (i) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of a "lead hazard"; or
 - (ii) As a result of such effects, repair, replace or improve any property; or
 - (c) Arise out of any claim or any suit for "damages" because of:
 - (i) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of a "lead hazard"; or
 - (ii) As a result of such effects, the repair, replacement, or improvement of any property.

B. The following is added to Section F. DEFINITIONS:

"Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead, and includes the mere presence or suspected presence of lead in any form or combination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION - SILICA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph **A.2., Exclusions:**

Exclusion – Silica

This Supplemental Policy does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following definition is added to Section **F. DEFINITIONS:**

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including but not limited to quartz.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION - AUTO

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following is added to Paragraph **A.2., Exclusions**:

Exclusion - Auto

This Supplemental Policy does not apply to liability arising out of the:

- (1) Ownership;
- (2) Operation;
- (3) Maintenance;
- (4) Use;
- (5) Entrustment to others; or
- (6) Loading or unloading;

Of any "auto."

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 in the injury or damage involved the ownership, maintenance, use, entrustment to others, or loading or unloading of any "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION – CARE, CUSTODY OR CONTROL OF PERSONAL PROPERTY

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following is added to Paragraph **A.2., Exclusions**:

Exclusion – Care, Custody or Control of Personal Property

This Supplemental Policy does not apply to "property damage" to personal property:

- (1) Rented to;
- (2) Used by; or
- (3) In the care, custody or control;

Of any "insured" or as to which any "insured" is for any purpose exercising physical control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION – CARE, CUSTODY OR CONTROL OF REAL PROPERTY

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following is added to Paragraph **A.2., Exclusions**:

Exclusion – Care, Custody or Control of Real Property

This Supplemental Policy does not apply to "property damage" to real property:

- (1) Owned by;
- (2) Occupied by;
- (3) Rented to; or
- (4) In the care, custody or control;

Of any "insured" or as to which any "insured" is for any purpose exercising physical control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION – LAWYERS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following exclusion is added to Section **A. COVERAGES**, Paragraph **2. Exclusions**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional legal services by a lawyer or by any other person performing such legal services.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described above.

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.



COMMON POLICY CONDITIONS

DECLARATIONS AND COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY

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COMMON POLICY CONDITIONS

All coverages of this Policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this Policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.
Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for,
within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
 - (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owed and have been outstanding for more than one year following the date due. This provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
 - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



B. CHANGES

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to the Policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this Policy.

H. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the Policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this Policy in force by paying a continuation premium for each successive policy period. The premium must be:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this Policy will expire on the first anniversary date that we have not received the premium.

- 4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

I. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

- 1. Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
- 2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.


J. PREMIUM AUDIT

- 1. We will compute all premiums for this Policy in accordance with our rules and rates.
- 2. The premium amount shown in the Declarations is a deposit premium only. At the close of each policy period, we may do an audit to compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- 3. The first Named Insured must maintain all records related to the coverage provided by this Policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

K. PAYMENT OF PREMIUMS

If your initial premium payment is by check draft, electronic funds transfer, credit card, debit card, or any other form of remittance, coverage under the Policy is conditioned on payment to us by the financial institution. If the financial institution does not honor such remittance upon presentment, this policy may, at our option, be deemed void from its inception.

Our President and Secretary have signed this Policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.


Lisa Levin, Secretary


Douglas Elliot, President



FLORIDA CHANGES – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following applies to Section A. CANCELLATION:

1. Paragraph 2. is deleted and replaced with the following:

a. Cancellation Of Policies In Effect For 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by the insurer.

b. Cancellation Of Policies In Effect For More Than 90 Days

- (1) If this Policy has been in effect for more than 90 days, we may cancel this Policy only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) The Policy was obtained by a material misstatement;
 - (c) In the event of failure to comply within 90 days after the effective date of coverage with underwriting requirements established by us before the effective date of coverage;
 - (d) A substantial change in the risk covered by the Policy; or
 - (e) The cancellation is for all insureds under such policies for a given class of insureds.
- (2) If we cancel this Policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph A.1.b.

2. Paragraph 3. is deleted and replaced by the following:

We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

3. Paragraph 5. is deleted and replaced by the following:

If this Policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be prorata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



B. The following provision is added:

NONRENEWAL

1. If we decide not to renew this Policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration date of the Policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



IMPORTANT NOTICE FOR FLORIDA POLICYHOLDERS

If you would like to present inquiries or obtain information about coverage or obtain assistance in resolving a complaint, please contact YOUR HARTFORD AGENT, or you may contact The Hartford at the number stated below.

SERVICING OFFICE:

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

THE HARTFORD COMPANY: NORTHEAST AGENCIES INC/PHS

Written correspondence is preferable so that a record of your inquiry is maintained.

PLEASE BE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

POLICY NUMBER: 01 SBU AK9UF9

SCHEDULE

Terrorism Premium:

\$8

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to terrorism coverage is shown in the above Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 80% of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA, exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by any pollution, pathogenic, nuclear hazard or war exclusions.

F. All other terms and conditions remain the same.



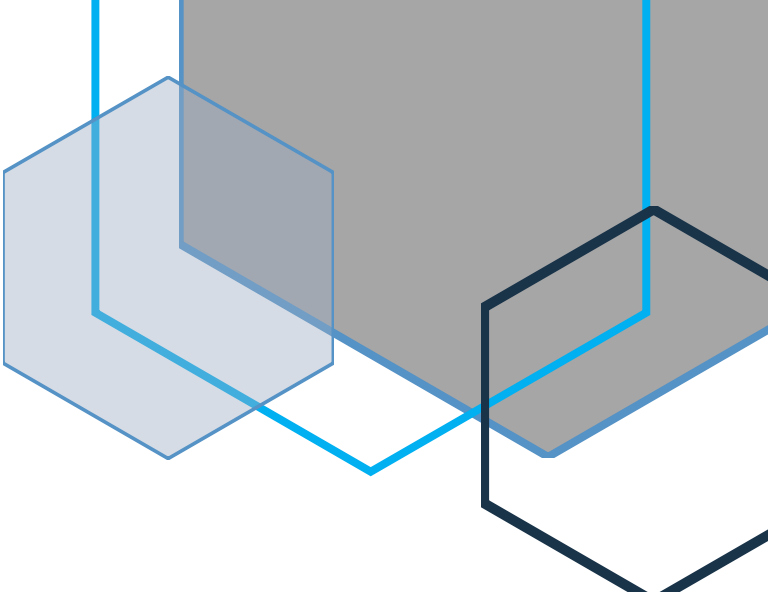
U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



Response to the City of Tamarac Request Letter of Interest for Legal Services

Proposed By:

**Michael Garcia, Esq.
Michael Garcia, PA
888 SE 3rd Avenue, Suite 400-D
Fort Lauderdale, Florida 33316
954-703-6202
michael@garciapa.com**

March 29, 2021



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Contact Person/Lead Attorney/Principal

Michael Garcia, Esq.

Secondary

Christian W. Waugh

Attorneys

Gerrard L. Grant

Julio E. Gonzalez

Arthur E. Marchetta, Jr.

Ralph E. King, III

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CERTIFICATION REQUIREMENT 18

Exhibits.....

- *Resumes, Bio and Professional Licenses
- *Non-Collusive Affidavit and Acknowledgment Non-Collusive Affidavit
- *Certified Resolution
- *W-9
- *Certificate of Insurance
- *Minority Certification

NARRATIVE RESPONSE

Michael Garcia, PA ("Firm") was established in 2015 as a Boutique Law Firm specializing in the areas of Municipal Law, Construction Law and Business Law. The Firm's office is located at 888 SE 3rd Avenue, Suite 400-D, Fort Lauderdale, Florida which is located approximately 17 miles from the City.

The Firm believes in a customized approach to providing legal services. The Firm provide its clients with personalized service and attention to detail to effectively address their unique needs and challenges. We do not believe in a boilerplate or a one size fits all approach. Therefore, we work and hand without clients to ensure their success. The Firm's Motto is "Your Success Is Our Commitment!"

To ensure the success of the City of Tamarac, we will develop and implement a customized legal approach tailored to address the specific needs and challenges unique to City of Tamarac. To accomplish this tailored approach, Mr. Garcia and the other Attorneys will meet individually with each elected official, the City Manager, and Department Directors to ascertain the specific legal needs or issues. Thereafter, on a continuing basis, I will regularly meet to ensure the legal needs of City are being properly and effectively satisfied. In addition, we will provide proactive legal services by hosting workshops when necessary for City staff on specific areas of the law to minimize claims and litigation.

4.2 & 4.3 EXPERIENCE QUALIFICATIONS OF THE FIRM AND KEY STAFF

For the Firm, the following six proposed Attorneys will be providing legal services to the City of Tamarac ("City"). Michael Garcia as the City Attorney, Christian W. Waugh as the Assistant City Attorney. In addition, Gerrard L. Grant, Julio E. Gonzalez, Arthur E. Marchetta, Jr. and Ralph E. King, III will be providing legal services in specific areas of law mentioned below by the name of each individual Attorney. Attached hereto are the resumes for all six attorneys, along with copies of their proof of membership in the Florida Bar.

The attached resumes will demonstrate that Mr. Garcia and the other Attorneys have the necessary Florida Municipal Law experience and other related legal experiences that will benefit the City. Nevertheless, we have briefly summarized each Attorney's experience below and have identified the area of specialty for each Attorney.

Michael Garcia - *General Municipal Law, Procurement and Contracting, Building Code, Code Enforcement, Ethics, Public records, Risk Mitigation and Litigation.*

Mr. Garcia has 20 years of combined legal experience. 10 years as a Florida Licensed Attorney and 10 years as a Paralegal before becoming an Attorney. Mr. Garcia has handled more than 50 civil trials for his clients and has been involved in more than 10 successful Bid Protests.

Currently, Mr. Garcia provides legal services to the Broward County Sheriff's Office and the City of Miramar. In addition, Mr. Garcia has successfully represented numerous clients in matters regarding Florida Municipal Law, including code enforcement hearings, appeals, and reduction hearings; represented numerous clients in the construction field, including reviewing, preparing and negotiating contracts, as well as litigating construction matters; been involved in real estate matters such as reviewing title, transferring of real estate, reviewing contracts and litigating real estate disputes; and represented several corporations handling all of their legal matters.

Mr. Garcia has previously served as the Assistant City Attorney for the City of Lauderdale Lakes and the Town of Southwest Ranches while employed at Arnstein & Lehr LLP now known as Saul Ewing Arnstein & Lehr LLP. As an Assistant City Attorney, Mr. Garcia advised the Town of Southwest Ranches on bid solicitations, procurement matters, public records and other municipal issues. Mr. Garcia also prosecuted code enforcement liens, code violations and was involved in various Town of Southwest Ranches and City of Lauderdale Lakes' lawsuits. During his time at Arnstein & Lehr LLP, Mr. Garcia also had the opportunity to represent various corporations, developers, and contractors that did business with municipalities throughout the State of Florida. As such, Mr. Garcia was involved in numerous successful bid protests on behalf of the firm's clients. Most of the successful bid protests were challenges to awards, but Mr. Garcia was also involved in a bid protest to defend the issuance of an award by a municipality. Additionally, Mr. Garcia also gained experience representing developers and corporations securing land use and zoning changes or variances and has prepared and argued numerous property tax appeals with the County Appraiser's office.

During Mr. Garcia's tenure as Assistant City Attorney, he was involved in countless municipal civil court litigations with the overwhelming majority resulting in a positive outcome for the municipalities. Due to his experience, Mr. Garcia regularly advises his

municipal and private clients in the areas of General Municipal Law, Procurement and Contracting, Building Code, Code Enforcement, Ethics, Public Records and Risk Mitigation. As such, Mr. Garcia has the necessary experience to provide a high level of legal services to the City.

Christian W. Waugh -*Ethics & Public Records, General Municipal Law, Land Use and Zoning, Utilities, Solid Waste and Recycling.*

Mr. Waugh is a Florida Licensed Attorney with 12 years of experience and is Board Certified in Real Estate Law. Mr. Waugh's practice areas include Municipal Law, Real Estate, Litigation, and Appeals. On a day-to-day basis, he provides counsel to facilitate large-scale commercial closings, advises POAs and HOAs, negotiates contracts, and drafts estate planning documents. He also provides litigation services for commercial, real estate, and other types of cases in state and federal courts.

Mr. Waugh currently serves as the Town Attorney for Hilliard, Florida, the Town Attorney for Pierson, Florida and is the Interim Town Attorney for Callahan, Florida. Mr. Waugh also serves as a Special Master for Citrus County, Florida, pursuant to Chapter 162 of the Florida Statutes. As a City Attorney, Mr. Waugh regularly advises his municipal clients in the areas of Ethics & Public Records, General Municipal Law, Land Use and Zoning, Utilities, Solid Waste and Recycling.

As a young attorney, Mr. Waugh practiced as an associate attorney with a trial and commercial litigation boutique law firm in Coral Gables. From 2011 to 2013, he worked as an associate with Gilligan, King & Gooding, P.A. in Ocala, where he focused on litigation and municipal law. In 2010 and 2011, he served as an appointed Assistant State Attorney in the State Attorney's Office for the Ninth Judicial Circuit for Orange and Osceola counties. As a criminal trial attorney, Mr. Waugh successfully prosecuted cases involving battery, DUI, and other crimes and handled more than 30 trials.

Due to his experience, Mr. Waugh regularly advises his municipal and private clients in the areas of Ethics & Public Records, General Municipal Law, Land Use and Zoning, Utilities, Solid Waste and Recycling. As such, Mr. Waugh has the necessary experience to provide a high level of legal services to the City in the aforementioned areas.

Gerrard L. Grant- *Bonds, Private-Public Partnerships, and General Municipal Law.*

Mr. Grant is a Florida Licensed Attorney with 12 years of experience, is Board Certified in Tax Law and is also a Certified Public Accountant.

Mr. Grant previously served as an Assistant City Attorney in the Finance Department of the Office of the City Attorney, City of Atlanta for three years. During the latter part of his tenure at the City, he was co-lead attorney managing the issuance of tax-exempt securities and private placement offerings. He has participated in more than \$1 billion of tax-exempt offerings and his duties included coordinating the offering schedule with stakeholders, drafting bond resolutions and other legal documents in connection with the offering on behalf of the City Attorney and working with disclosure counsel and the Chief Financial Officer to manage its continuing disclosure requirements pursuant to SEC Rule 15c2-12. Gerrard also advised the Atlanta Mayor, the City of Atlanta Council, and the City Attorney on various tax issues regarding inter-governmental transactions and public-private partnerships, and created City of Atlanta Ordinance 15-0-1078, a tax incentive program that exempts startups and emerging technology businesses from paying occupational tax in its first three years of operation.

Due to his experience, Mr. Grant has regularly advised his municipal and private clients in the areas of Bonds, Private-Public Partnerships and General Municipal Law. As such, Mr. Grant has the necessary experience to provide a high level of legal services to the City in the aforementioned areas.

Julio E. Gonzalez- *Forfeiture, Pension, Employment Law and Ethics.*

Mr. Gonzalez is a Former Broward County Judge with 25 years of combined experience as a Lawyer and Judge. As a trial Attorney and Judge, he has amassed over 250 jury and bench trials. He has also been the Arbitrator in 50 Arbitrations, Mediator in 200 Mediations and participated in 8 Collective Bargaining Agreement negotiations with various municipalities and government agencies.

Mr. Gonzalez also has employment experience which includes advising public & private clients on compliance with Federal, State and Local laws on employment discrimination, employee rights and benefits under the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Family and Medical Leave Act. Mr. Gonzalez also drafts and reviews employment policies, employee handbooks, and employment contracts, and represents clients before the Equal Employment Opportunity Commission and the Florida Commission on Human Relations. Mr. Gonzalez's Federal and State court litigation experience includes

employment discrimination and wage claims brought under federal and state statutes, as well as civil rights actions under state and federal law (including those where qualified immunity is implicated).

Mr. Gonzalez's labor experience includes counseling clients on labor relations issues; negotiating, drafting, and interpreting Collective Bargaining Agreements; handling grievance/arbitration and unemployment hearings; and litigating proceedings under the Public Employees Relations Act and the National Labor Relations Act.

Mr. Gonzalez is also responsible for the administering of the disciplinary process for the Broward Sheriff Office with 5,800 personnel to assure compliance with applicable State & Federal law, policy and procedures, and respective Collective Bargaining Agreements with five (5) labor unions; serves as senior executive member of the Policy Review Committee; as well as the Chairman of the Professional Standards Committee, Shooting Review Board, and Pursuit Review Board. Mr. Gonzalez was also the former General Counsel for the Broward County Police Benevolent Association, former Assistant State Attorney for the Brooklyn, NY, the District Attorney's Office and Miami-Dade County State Attorney's Office.

Due to his experience, Mr. Gonzalez has advised governmental agencies and his private clients in the areas of Forfeiture, Pension, Employment Law and Ethics. As such, Mr. Gonzalez has the necessary experience to provide a high level of legal services to the City in the aforementioned areas.

Arthur E. Marchetta, Jr. - *Forfeiture, Litigation and Code Enforcement.*

Mr. Marchetta is a Trial Attorney with 36 years of experience as a Florida Licensed Attorney that has amassed over 200 jury trials, handled numerous Forfeiture matters and numerous Appeals.

Since leaving the Office of the Public Defender, he has been in private practice. During his tenure as an attorney, Mr. Marchetta fought for the rights of those charged with crimes in both State and Federal courts. He has amassed over 200 jury trials, along with numerous pretrial hearings and bench trials. His experience ranges from misdemeanors to capital offenses in which the government has sought the death penalty. Mr.

Marchetta has always taken seriously the rights of his indigent client and client accused crimes.

In addition to criminal defense, Mr. Marchetta handles civil cases. These civil cases include personal injury and commercial cases. Additionally, Mr. Marchetta handles matters associated with public auctions, bankruptcy auctions and auction houses. These matters involve different aspects of commercial litigation, including problem solving, dispute resolutions, lien law, and Division of Professional Regulation issues. Mr. Marchetta has also presented arguments in the State of Florida Appellate Courts.

Due to his extensive trial experience, Mr. Marchetta possesses the skills necessary to provide a high level of legal services to the City in the areas Forfeiture, Litigation and Code Enforcement.

Ralph E. King, III- *Labor, Pension, Public Safety and Forfeiture.*

Mr. King is a Florida Licensed Trial Attorney with 10 years of experience that has negotiated over 60 Collective Bargaining Agreements, being involved in over 15 Labor Law Arbitrations and 6 Jury Trials.

Mr. King has served as in-house counsel for the Palm Beach County Police Benevolent Association. Mr. King represented law enforcement officers and the Union in Contract Negotiations, Pension and Labor Matters. Mr. King has been involved in numerous forfeitures cases.

Mr. King is a retired law-enforcement officer. Mr. King served 19 years with West Palm Beach Police Department where he held several positions including an assigned with the United States Drug Enforcement Administration's Task Force. Mr. King rose to the level of Lieutenant and served in that capacity in the Criminal Investigations Division before he retired in 2008. Due to his public services as a Police Officer, Mr. King has extensive knowledge of Public Safety matter.

Due to his experience, Mr. King advises Unions and his private clients in the areas of Labor, Pension, Public Safety and Forfeiture. As such, Mr. King has the necessary experience to provide a high level of legal services to the City in the aforementioned areas.

4.4 ETHICS COMPLAINTS

No ethics complaints have been filed by the Florida Bar or any State Agency against the Firm or any of the proposed six Attorneys listed in this response in the last ten (10) years.

4.5 POTENTIAL CONFLICTS OF INTEREST

The firm currently provides legal services to Broward Sheriff's Office regarding the construction of its Training Facility and is defending BSO in a Civil Breach of Contract matter.

However, these two matters will not interfere with the firm's ability to represent the City fully and completely on all its matters.

4.6 REPRESENTATION

The Firm represents Broward Sheriff's Office and provide legal services to the City of Miramar. Additionally, Mr. Waugh is the City Attorney for the Town of Hilliard, Florida, Town of Pierson, Florida, Town of Callahan, Florida and is a Special Master for Citrus County, Florida.

4.7 MALPRACTICE CLAIMS

Neither the Firm, nor the Attorneys listed in this response have had a malpractice claim filed against them.

4.8 APPROACH TO PROVIDING CITY LEGAL SERVICES & PROPOSED STAFFING

The Firm will provide a customized approach to providing legal service to the City. To ensure the success of the City of Tamarac, we will develop and implement a customized legal approach tailored to address the specific needs and challenges unique to City of Tamarac. To accomplish this tailored approach, Mr. Garcia and the other Attorneys will meet individually with each elected official, the City Manager, and Department Directors to ascertain the specific legal needs or issues. Thereafter, on a continuing basis, Mr. Garcia will regularly meet with the elected officials and City Staff to ensure the legal needs of City are being properly and effectively satisfied. The individual meetings will also promote and develop trust between the City and Firm. The meeting will also keep open lines of communications between the City and Firm.

In addition, the Firm will provide proactive legal services by hosting workshops when necessary for City staff on specific areas of the law to minimize claims and litigation. To proactively provide legal services that will minimize claims and litigation, Mr. Garcia will confer with the City Manager to identify specific areas of interests and assess the need to conduct formal or informal in-service training or workshops to enhance City's staff knowledge and job-related performance. During the ongoing course of this representation, Mr. Garcia will provide the City Commission, City Manager and Department Staff with such written or electronic materials as may be deemed pertinent to the interests of each. Although many external and unforeseen factors can cause budget issues, Michael Garcia, PA will be willing to address any potential budget issues with reasonable cap on fees as indicated in Section 4.11 of the Fee Proposal below.

But, also critical to the Firms ability to provide immediately and effective services will the transition of the City Attorney which is two-fold. The transfer of all ongoing legal work with minimal disruption to the City's day-to-day operations and legal interests. To accomplish this objective, we strongly recommends that not less than thirty (30) days before expiration of the outgoing City Attorney's contract, such attorney be required to provide the City with (a) a written document identifying all present and past attorney-client matters, including date of origin, matter type and description of work involved, closing date (if any), opposing counsel (if any), and identification if client matter is litigation or non-litigation; (b) a written status memorandum for each active client matter, which sufficiently describes the matter and procedural history, identification of all substantive legal and factual issues, identification of any critical deadlines and court orders; and (c) cooperation for the timely and orderly transfer of all client matter files/documents prior to formal departure/substitution date. For each matter that requires a court approval for substitution of counsel, the outgoing counsel should be required to cooperate, prepare, and execute a joint motion stipulating to substitution of counsel, including the executed client consent form and the proposed order.

We further recommend that not less than fifteen (15) days before expiration of the outgoing City Attorney's contract, such attorney be required to meet and confer with Michael Garcia, PA to discuss the transfer of the City's client matters, including any currently pending or threatened litigation relating to the City. It is additionally recommended, though not imperative, that not less than fifteen (15) days before

expiration of the outgoing City Attorney's contract, the Mayor, City Commission and City Manager confer to the general contours of the attorney-client relationship, representation objectives, and the completion of the transition process.

Finally, the Firm recommends that second a memorandum should be prepared by the City to provide for the client's perspective, to allow for the firm to tailor our professional legal services specifically to the needs of the City. In addition to obtaining all public records information needed to accomplish the City's work, we would develop and maintain open lines of attorney/client communications with the City and its key personnel to obtain the necessary information.

As for the proposed staffing, the Firm proposes Michael Garcia as the City Attorney, and Christian Waugh, as the Assistant City Attorney. As the City Attorney, Mr. Garcia will be the primary provider of legal counsel and representation to the City Commission. He will assign, manage, and supervise all City matters to the other three members on an as needed basis. In the unusual event that Mr. Garcia is unavailable, Mr. Waugh will be present and available in his stead to serve the City. There are no known schedule conflicts in which the Assistant City Attorney is required to provide regularly scheduled services due to an ongoing unavailability of the proposed City Attorney. Mr. Garcia shall be principally responsible for representing the City Commission at meetings, including workshops, committees or other meetings as requested by the City Commission or the City Manager. His primary role is to provide legal counsel to the City Commission on legislative matters, which may include appropriate legal advice, counsel or written legal opinions as requested. Mr. Garcia will also provide appropriate guidance to the City Commission on parliamentary procedure on matters concerning the conduct of City Commission meetings.

When formally authorized, Mr. Garcia and the other Attorneys listed above in Section 4.2 & 4.3 with the qualified experience will prosecute and defend the City on all civil complaints, suits, or controversies in which the City is named as a party. Mr. Garcia and the other Attorneys may also represent a City employee or elected official named in the lawsuit as a result of the execution of such employee's or elected official's performance of duties on behalf of the City. At the direction and request of the City Commission or City Manager (or his designee), Mr. Garcia and the other Attorneys listed

above in Section 4.2 & 4.3 with the qualified experience shall be responsible for drafting and/or reviewing ordinances, resolutions, agreements, charter amendments, correspondence, and such other legal documents as may be necessary to promote and protect the City's legal interest. At the direction of the City Manager, Mr. Garcia and the other Attorneys listed above in Section 4.2 & 4.3 with the qualified experience will also provide legal representation, advice or opinions on matters pertaining to the official duties of City staff in either of the various City Departments or Divisions.

Overall, Mr. Garcia and the other Attorneys listed above in Section 4.2 & 4.3 with the qualified experience will provide legal analysis and review of a given scenario in which the laws, regulations or rules can reasonably be construed to impact the City's interests, or such other legal research upon the request of a City Commissioner, or the City Manager (including other City Staff), or other City constituted Boards or Committees, provided such request is coordinated through the City Manager. In addition to analyzing the Scope of Services, as set forth in the LOI, both the proposed City Attorney and Assistant City Attorney have informally reviewed the public records relating to the City's day-to-day municipal operations as well as the City's past and existing litigation history in both State and Federal Courts. Prior to the formal selection of Mr. Garcia as the City Attorney, Mr. Garcia and the Other Attorney will thoroughly review the City's Charter in order to begin developing a sufficient working knowledge to hit the ground running.

4.9 Special Outside Counsel

Special outside counsel may be potentially required in the area of Worker's Compensation, if such claims are not covered by the City's Worker's Compensation carrier.

4.10 Sub- Contractor

The Firm is currently creating a list of Attorneys and other firms that specialize in the area of Worker's Compensation to present to the City for consideration. However, due to the limited time to response to the LOI, the Firm was unable to complete its due diligence

to make a good faith recommendation to the City at this time. However, if selected as the City Attorney, the list will be immediately provided to the City.

4.11 PROPOSED STRUCTURE OF COMPENSATION AND FEES

The Firm proposes a Flat Fee/Hourly Hybrid model with a reasonable cap on fees. The Firm has undertaken a review of certain public records relating to the City. We have considered those records along with our own internal due diligence and understanding of industry best practice for providing high quality legal services. We are aware of the City's recent historical fiscal trend for financing the City's legal service needs through maintaining a steady annual budget for legal services.

First, we intend to demonstrate a significant upgrade to the City Commission's and City Manager's working relationship with the City Attorney within the first year by focusing on the relationship. This means having Mr. Garcia aligning the representation with the Commission, as well as a functional, working relationship with the City Manager and his Department staff, and when necessary, accessing the three proposed attorneys for advice, counsel, and productive work outcomes.

Second, and equally important with the firm's first objective, is our unequivocal alignment with the City's fiscal posture on the City Attorney's annual budget. We have no doubt that we can deliver robust and high quality professional legal services while at the same time adhering to City Commission budgetary objectives, which has allocated a budget of \$730,400.00 for legal fees for the fiscal year 2021. For purposes of the Firm's response to the LOI and its Fee Proposal, the actual contract fee amount, if selected, will be calculated using the formula set forth here, but using the approved City Attorney budget amount for fiscal year 2021.

A FLAT FEE PROPOSAL FOR NON-LITIGATION PROFESSIONAL SERVICES

For the proposed contract years 1 through 3 and any option years, the Firm proposes a single monthly retainer, which is calculated by dividing the product of .85 percent of the City's adopted budget amount by 12 (months), to provide for the following comprehensive scope of non-litigation professional services to the City:

1. Representation of Mayor and City Commission consistent with City's Charter, including:

- a) Attendance at all meetings of the City Commission, including Workshops and Committees;
- b) Providing advice, counsel, legal opinion, and parliamentary guidance as necessary;
- c) Upon request, review circumstance in which law, regulations or rules may reasonably be interpreted to impact the City's interest, and perform such other research and analysis, advice and counsel as requested;
- d) Providing parliamentary guidance, and;
- e) Providing such other representation to Mayor and City Commission as is appropriate and consistent with promoting and protecting the City's interests.

2. Provide professional legal services to the City Manager, including:

- a) Attendance at City Commission meetings, Workshops, Committees and other meetings when the City Manager deems such matters under consideration require legal counsel and advice;
- b) Draft and review ordinances, charter amendments, resolutions, contracts, correspondence and such other documents as may be pertinent to the City's legal interest, as requested;
- c) Provide legal advice, counsel, and opinions to City staff on matters, including pertinent insurance related issues, as requested by City staff and coordinate with City Manager, and;
- d) Provide legal advice, counsel and service on matters pertaining to the acquisition (sale or purchase) of real property, including the review and preparation of deeds, easements and analysis of title searches, as requested and coordinated by the City Manager.

3. Provide professional legal services to the City Manager's respective Departments and Divisions, as requested and coordinated by the City Manager, including:

- City Clerk;
- Development Services-Planning/Zoning, Housing, Code Compliance;
- Financial Services – Purchasing, IT;
- Fire Rescue;
- Human Resources and Risk Management;

- Parks and Human Services; and
- Public Safety.

FEE PROPOSAL FOR PROFESSIONAL SERVICES ON LITIGATION MATTERS

For the proposed contract years 1 through 3 and any option years, the firm proposes to provide professional services for the following specific litigation matters using a total variable not-to-exceed amount for all such litigation matters. In each contract year, the total variable not-to exceed amount shall be the adopted budget amount for such fiscal year minus the contract amount allocated for non-litigation professional services. In such instance that the firm deems litigation fees are likely to reach the not-to-exceed amount and provides a timely written request, the City agrees to consider and may approve an additional amount for litigation fees, however the City shall not be obligated to approve an amount that exceeds the approved budget for such contract year by more than seven percent (7%). While the firm's standard hourly billing rates for partners engaged in litigation practices are substantially beyond the rates generally paid by most of the Firm's public sector clients, the hourly billing rate for litigation matters covered under this Proposal is set to \$225.00 per hour. The litigation matters covered by this section of the Fee Proposal include:

1. The Firm will defend all legal and administrative challenges brought against the City;
2. The Firm will prosecute formerly authorized legal actions on behalf of the City;
3. The Firm will represent the City in all existing or known pending case matters in which the City is a party, excepting any federal court cases;
4. The Firm will represent the City in all future case matters which are similar in type and style to those existing cases and causes of action in which the City is a party, excepting any federal court cases; and
5. The Firm will represent the City in all municipal prosecutions, code enforcement matters, or other ordinance violations; commercial/non-residential mortgage foreclosures, and lien enforcements.

FEE PROPOSAL FOR PROFESSIONAL SERVICES ON COMPLEX LITIGATION/SPECIAL PROJECTS AND COSTS

Complex litigation or special projects litigation are not included for purposes of the Firm's Response. The firm and the City may reach a separate written engagement on a matter specific basis, however in the event the Firm is selected as the City Attorney, it will agree in advance to an hourly billing rate of \$300.00 for prosecuting or defending any such complex litigation claims, cases or actions. Complex litigation specifically includes the following:

1. Any matter filed in the United States Federal Court;
2. Any appellate matters;
3. Eminent Domain;
4. Civil Rights Discrimination;
5. Class Action lawsuits; and
6. Multi-party claims.

The Fee Proposal includes the City's acknowledgement and agreement that the City, not the Firm, shall be responsible for payment of items typically referred to as "cost", which include:

1. All fees associated with filing, recording, certification, registration, expended or incurred by the firm on the City's behalf;
2. All charges for court reporter services;
3. All charges for City approved special vendor copying, mounting and data services, and
4. All charges for City approved special vendor services.

4.12 PROFESSIONAL REFERENCES

Bruno Renda, Esq.

Partner at Fowler White Burnett PA

954-377-8100

Valarie Barton Barnhart, Esq.

Partner at Perera Barnhart Aleman

786-485-5232

Tara Campion, Esq.

Bruce S. Rogow, PA
561-251-2492

Commissioner Maxwell B. Chambers

City of Miramar 954-839-4168

Willie R. Horton-Chief Operations Officer

City of Miramar 863-617-3297

Daryll Johnson-Project Management Administrator

City of Miramar 786-859-8377

Brenda Martin-Contracts Administration Manager

City of Miramar 954-299-7160

Andrew Baker-Director Planning, Development and Facilities

Broward Sheriff's Office 954-831-8226

Neesa B. Warlen-Director of Purchasing

Broward Sheriff's Office 954-831-8170

Terrence Lynch-General Counsel

Broward Sheriff's Office 954-831-8921

MINORITY/SMALL BUSINESS

The Firm is a certified Minority Business with the State of Florida Department of Management Services, Office of Supplier Diversity

CERTIFICATION REQUIREMENT

MICHAEL GARCIA AS AGENT FOR THE FIRM HEREBY CERTIFIES THAT THE FIRM AGREES TO COMPLY WITH THE FOLLOWING AREAS AS DETAILED IN THE ELECTRONIC SUBMITTAL DOCUMENTS:

5.4.1 Certification Form (required to validate acceptance of LOI terms & Conditions)

5.4.2 Respondent's Drug Free Workplace Form (required per Florida Statutes)

5.4.3 Scrutinized Companies (required per Florida Statutes)

5.4.4 E-Verify Complaint Form (required per Florida Statutes)

Michael Garcia

**Michael Garcia, Esq.
MICHAEL GARCIA, PA**

Exhibits

Exhibits



MIG MICHAEL GARCIA, PA

Michael Garcia

Founder

888 SE 3rd Avenue, Suite 400-D

Fort Lauderdale, FL 33316

P: 954-703-6202 E: michael@garciapa.com

Michael Garcia is an experienced litigator that represents a diverse list of businesses and individual clients in various industries such as Construction, Health Care, Textile, Real Estate, and Government Affairs. Mr. Garcia has more than 21 years of combined experience as an Attorney and Paralegal.

As a litigator, Mr. Garcia has represented his clients in civil, construction, municipal, and commercial litigation lawsuits, as well as government procurement, and administrative hearings. Mr. Garcia has significant Florida Municipal Law experience due to his prior employment as an Assistant City Attorney, and his current practice working with the City of Miramar and the Broward County Sheriff's Department.

Mr. Garcia was the Assistant City Attorney for the City of Lauderdale Lakes and the Town of Southwest Ranches. As the Assistant City Attorney, Mr. Garcia advised the Town of Southwest Ranches on bid solicitations, procurement matters and other municipal issues. Mr. Garcia also prosecuted code enforcement liens, code violations and participated in various Town of Southwest Ranches and City of Lauderdale Lakes' lawsuits.

Mr. Garcia has also represented various corporations, developers and contractors that conducted business with municipalities throughout the State of Florida. As such, Mr. Garcia was involved in numerous successful bid protests on behalf of the firm's clients. Most of the successful bid protests were challenges to awards, however, some also involved defending the issuance of an award by a municipality to a client. Mr. Garcia also represented developers and corporations securing land use, zoning changes and variances. Mr. Garcia has prepared and argued numerous property tax appeals with the County Appraiser's office.

Currently in his practice, Mr. Garcia has successfully represented numerous clients in matters regarding Florida Municipal Law, including code enforcement hearing, appeals, and reduction hearings; represented numerous clients in the construction field, including reviewing, preparing and negotiating contracts, as well as litigating construction matters; been involved in real estate matters such as reviewing title, transferring of real estate, reviewing contracts and litigating real estate disputes; and represented several corporations handling all of their legal matters.

The complexities of the various cases have allowed Mr. Garcia to develop his litigation skills to specifically tailor the litigation strategy to meet the nuances of each case. In addition, Mr. Garcia has also drafted various commercial, construction and municipal agreements which has enabled Mr. Garcia to effectively advise his clients regarding the terms of such agreements.

MIG MICHAEL GARCIA, PA

888 SE 3rd Avenue, Suite 400-D, Fort Lauderdale, Florida 33316 | (954) 703-6202 | garciapa.com

BAR MEMBERSHIP:

Florida Bar, 2011

EDUCATION:

NOVA SOUTHEASTERN UNIVERSITY
SHEPARD BROAD LAW CENTER, Ft. Lauderdale, FL
Juris Doctor, December 2010

ST. JOHN'S UNIVERSITY, Jamaica, New York
Bachelor of Science, Paralegal Studies, May 1997

PRACTICE AREAS:

Municipal Law, Commercial Litigation; Construction; Government Affairs and Procurement

MUNICIPAL EXPERIENCE:

City of Miramar-Currently
Broward County Sheriff's Department-Currently
City of Lauderdale Lakes-9/2013-12/2014
Town of Southwest Ranches-9/2013-12/2014

PROFESSIONAL AND CIVIC ACTIVITIES:

THE HISPANIC VOTE PAC, Fort Lauderdale, FL
Current Chairperson

BROWARD COLLEGE, Fort Lauderdale, FL
Professor of Construction Law

AMERICAN LUNG ASSOC.-TURQUOISE TAKEOVER TASK FORCE, Fort Lauderdale, FL
Committee Member-Ambassador

LEADERSHIP BROWARD, Fort Lauderdale, FL
Graduate-Class #35

CITY OF PLANTATION, Plantation, FL
Education Advisory Board

BROWARD COUNTY SCH. BD. SUPPLIER DIVERSITY OUTREACH, Fort Lauderdale, FL
Advisory Committee

COOPER CITY OPTIMIST, Cooper City, FL
Volunteer Coach

LANGUAGE: Fluent in Spanish.

MICHAEL GARCIA

2925 Cardinal Drive, Cooper City, Florida 33026 • (954)703-6202 • email: michael@garciapa.com

MEMBERSHIP:

Florida Bar, Admitted 2011
United States District Court, Southern District of Florida, 2012

EDUCATION:

NOVA SOUTHEASTERN UNIVERSITY
SHEPARD BROAD LAW CENTER, Ft. Lauderdale, FL
Juris Doctor, December 2010 *Activities:* BLSA Moot Court

ST. JOHN'S UNIVERSITY, Jamaica, New York
Bachelor of Science, Paralegal Studies, May 1997

EXPERIENCE:

7/2015 to Present

MICHAEL GARCIA, PA, Fort Lauderdale, FL
Managing Attorney, Construction, Commercial Litigation & Municipal Law

The firm represents a diverse list of businesses and individual clients in various industries such as Construction, Health Care, Textile, Real Estate, and Government Affairs. Generally, our clients have a contractual concern that is either at the core of their legal issue or an underlying issue. Accordingly, we draft and review various contracts for our clients in the Construction, Textile and Real Estate Industries, as well as provide guidance regarding applicable laws and regulations. We also litigate various matters on behalf of our clients, requiring us to develop and implement various litigation strategies to either prosecute or defend various causes of action including: construction defect, contesting recorded liens, partition of real property, construction lien foreclosure, contractual disputes, shareholder disputes, post judgment actions and injunctive relief. For the Government Affairs clients, we advise them regarding proper bid solicitation procedures, bid protest options, municipal code enforcements regulations and lobby local municipalities on their behalf.

1/2015-7/2015

GEICO, Fort Lauderdale, FL
Attorney, Insurance Defense

Participated in numerous conferences with Geico's senior management regarding litigation strategies. Developed and implemented litigations strategies to defend Geico or its insured's interest in litigated matters. Drafted pleadings, interrogatories, discovery responses and dispositive motions. Performed legal research. Participated at pretrial conferences, status conferences, depositions, discovery hearings, mediations, and examinations under oath.

9/2013-12/2014

ARNSTEIN & LEHR LLP, Fort Lauderdale, FL
Attorney, Commercial Litigation & Municipal Law

As the former Assistant City Attorney for the Town of Southwest Ranches and the City of Lauderdale Lakes, I advised the municipalities regarding various legal issues such as: proper bid solicitation procedures, municipal code enforcements, contractual matters, and litigated matters. I also attended City Commission meetings as the Assistant City Attorney. As for litigated matters, I developed and implemented various litigation strategies to prosecute and defend various causes of action including, but not limited to, the following practice areas: construction, municipal prosecution, lien foreclosure, shareholder disputes and post judgment actions. Due to my various responsibilities, I drafted various construction contracts, bid protests, interrogatories, discovery requests and responses, pleadings, and mediation reports. I also drafted and handled hearings regarding motions including, but not limited to: injunctive relief, summary judgment, discovery issues, motions to dismiss and to vacate judgments. Additionally, I prepared files for trials, depositions, bid protests, proceeding supplementary, administrative, and evidentiary hearings. Finally, represented clients at numerous administrative hearings regarding tax appeals.

8/2012-9/2013 **GARCIA | MICHAEL, P.A.**, Miami, FL
Attorney, Construction
Developed and implemented litigation strategies. Drafted pleadings, interrogatories, and discovery responses. Researched and drafted summary judgment motion in a successor employer and corporate alter ego cause of action. Attended hearings regarding dispositive motions, motion to quash service, attorney's fees, and discovery issues. On behalf of Plaintiffs, reviewed and prepared several hundred files for mortgage foreclosure trials, and participated in several hundred mortgage foreclosure trials.

11/2011-8/2012 **VERNIS & BOWLING, P.A.**, Miami, FL
Attorney, Insurance Defense
Deposed witnesses and opposing parties in premise liability, construction and wrongful death causes of actions. Attended examinations under oath necessary to determine coverage. Attended hearings regarding discovery issues. Researched and drafted summary judgment motions in premise liability causes of actions. Researched and drafted insurance coverage opinions. Drafted case evaluations and mediations reports necessary to keep the clients informed. Drafted discovery motions, pleadings, interrogatories, discovery responses, and bad faith claim responses. Analyzed construction documents, Plaintiff's medical records and employment records necessary to identify relevant facts.

ACHIEVEMENTS:

2014-Present **THE HISPANIC VOTE PAC**, Fort Lauderdale, FL
Current Chairperson, Former Secretary

8/2017 to 8/2018 **BROWARD COLLEGE**, Fort Lauderdale, FL
Professor of Construction Law

9/2016-6/2017 **AMERICAN LUNG ASSOC.-TURQUOISE TAKEOVER TASK FORCE**, Fort Lauderdale, FL
Committee Member

9/2016-6/2017 **LEADERSHIP BROWARD**, Fort Lauderdale, FL
Graduate-Class #35

1/2017 to 1/2018 **CITY OF PLANTATION**, Plantation, FL
Education Advisory Board

8/2016 to 8/2018 **BROWARD COUNTY SCH. BD. SUPPLIER DIVERSITY & OUTREACH**, Fort Lauderdale, FL
Advisory Committee

2012-Present **COOPER CITY OPTIMIST**, Cooper City, FL
Volunteer Coach

5/2005 **NOTICES & LIENS, INC.**, Pembroke Pines, FL
Founder

LANGUAGE: Fluent in Spanish.



MIG MICHAEL GARCIA, PA
Christian W. Waugh
Of Counsel

888 SE 3rd Avenue, Suite 400-D
Fort Lauderdale, FL 33316
P: 954-703-6202

Christian's practice areas include real estate, litigation, appeals, municipal law, and the full range of business law matters. On a day-to-day basis, he provides counsel to facilitate large-scale commercial closings, advises POAs and HOAs, negotiates contracts, and drafts estate planning documents. He also provides litigation services for probate, commercial, real estate, and other types of cases in state and federal courts.

Christian currently serves as the Town Attorney for Hilliard, Florida; the Town Attorney for Pierson, Florida; is the Interim Town Attorney for Callahan, Florida and a Special Master for Citrus County, Florida, pursuant to Chapter 162 of the Florida Statutes. Previously, he served as a long-time Member and Vice-Chair of the Fifth Circuit Judicial Nominating Commission and as a Member of the Orange County Charter Review Commission. He is a member of the Federal Bar Association and several county bar associations. Christian enjoys writing on pressing political and legal issues.

In 2013, Christian practiced as an associate attorney with a trial and commercial litigation boutique law firm in Coral Gables. From 2011 to 2013, he worked as an associate with Gilligan, King & Gooding, P.A. in Ocala, where he focused on litigation and municipal law. In 2010 and 2011, he served as an appointed Assistant State Attorney in the State Attorney's Office for the Ninth Judicial Circuit for Orange and Osceola counties. As a criminal trial attorney, he successfully prosecuted cases involving battery, DUI, and other crimes and handled more than 30 trials.

From 2007 to 2009, Christian was an MBA student at The Chinese University of Hong Kong, where he specialized in different areas of international law, such as mergers and acquisitions and international arbitration. He is currently the president of the UF Economics Society Alumni organization.

Christian is conversant in Indonesian and has working knowledge of Spanish and Mandarin Chinese. He is a member of the Holy Trinity Greek Orthodox Church in Maitland.

MIG MICHAEL GARCIA, PA

888 SE 3rd Avenue, Suite 400-D, Fort Lauderdale, Florida 33316 | (954) 703-6202 | garciapa.com

BAR MEMBERSHIP:

Florida Bar, 2009

Board Certified in Real Estate Law, 2020

EDUCATION:

University of Florida, Florida

Juris Doctor, May 2008

University of Florida, Hough School of Business
and Chinese University of Hong Kong, M.A., 2009

University of Florida, B.A./A.A. with Honors, 2004

PRACTICE AREAS:

Municipal Law; Litigation; Real Estate; Appeal

MUNICIPAL EXPERIENCE:

City Attorney for Town of Hilliard, Florida

City Attorney for Town of Pierson, Florida

Interim City Attorney for Callahan, Florida

Special Master for Citrus County, Florida

LANGUAGE: Spanish and Mandarin Chinese

EXPERIENCE

Shareholder and Attorney, Waugh Grant PLLC (Orlando and The Villages, Florida) 2013 - Now

- Practice Areas: Civil Litigation, Real Estate, Appellate, Government
- Representative Clients: Lloyd's of London, Town of Hilliard, Town of Pierson, Town of Callahan, St. Johns County

Associate Attorney, Gonzalo R. Dorta, PA (Coral Gables, Florida) 2013

- Practice Areas: Civil Litigation, Appellate
- Specific Description: Manage litigation efforts in several complex commercial lawsuits, including drafting pleadings, motions, and client interaction, while also serving as lead attorney on other probate, real estate, and wrongful death cases.

Associate Attorney, Gilligan, Gooding & Franjola, PA (Ocala, Florida) 2011-13

- Practice Areas: Civil Litigation, Real Estate, Government and Municipal Law
- Specific Description: Litigate corporate and contractual disputes, practice land use and real estate, while also representing the City of Ocala for employment, family, airport, police, eminent domain, and utilities law

Assistant State Attorney, Office of State Attorney – 9th Judicial Circuit (Orlando, Florida) 2010-11

- Practice Area: Criminal
- Achievements: Obtained over 100 DUI convictions, 1300+ other convictions; 25 jury trials (17 convictions).

BOARD CERTIFICATIONS

Real Estate Law (2020)



ADMISSIONS

State	Federal
<ul style="list-style-type: none"> • Florida (admitted 2009) • Oklahoma (2016-18, <i>pro hac vice</i>) 	<ul style="list-style-type: none"> • U.S. District Court – Colorado • U.S. District Court – Florida – Middle District • U.S. District Court – Florida – Northern District • U.S. District Court – Florida – Southern District • U.S. District Court – Illinois – Central District • U.S. District Court – Illinois – Northern District • U.S. District Court – Texas – Northern District • U.S. District Court – Texas – Eastern District • U.S. Court of Appeals – Tenth Circuit • U.S. Court of Appeals – Eleventh Circuit • Supreme Court of the United States

GOVERNMENT APPOINTMENTS

Outside Real Estate Counsel, St. Johns County, Florida Contracted with St. Johns County, Florida to provide outside real estate counsel on obtaining 788 easements for beachfront properties for FEMA beach renourishment project	2021-Now
Town Attorney (Interim), Town of Callahan, Florida Appointed by the Town of Pierson, Florida to serve as the Town Attorney for Pierson, Florida, drafting ordinances, code revisions, and otherwise providing all necessary legal counsel	2021-Now
Town Attorney, Town of Pierson, Florida Appointed by the Town of Pierson, Florida to serve as the Town Attorney for Pierson, Florida, drafting ordinances, code revisions, and otherwise providing all necessary legal counsel	2020-Now
Town Attorney, Town of Hilliard, Florida Appointed by the Town of Hilliard, Florida to serve as the Town Attorney for Hilliard, Florida, drafting ordinances, code revisions, and otherwise providing all necessary legal counsel	2018-Now
Alternate Special Master, Citrus County, Florida Appointed by Citrus County Board of County Commissioners in March 2017 to preside over hearings regarding violations of zoning and property ordinances.	2017-Now
Vice Chair and Commissioner, Fifth Judicial Circuit Nominating Commission Appointed by Governor Rick Scott to nominate candidates for judicial vacancies in the Fifth Judicial Circuit including Lake, Marion, Hernando, Citrus, and Sumter Counties.	2012-16
Commissioner, Charter Review Commission, Orange County, Florida Reviewed county charter for mistakes and determined ballot questions for Orange County residents.	2011-12

LEADERSHIP AND SKILLS

Community Involvement

- | | |
|--|----------|
| • Member, Federal Bar Association (Orlando Chapter) | 2016-Now |
| • Member, Real Property, Probate & Trust Law Section, Florida Bar | 2014-Now |
| • Member, Holy Trinity Greek Orthodox Church | 2014-Now |
| • President, University of Florida University Economics Society Alumni | 2013-Now |
| • Vice President, St. Mark Greek Orthodox Church | 2012-13 |

EDUCATION

M.A., University of Florida (International Business)

2008-09

- Studied abroad at The Chinese University of Hong Kong as MBA student specializing in Mergers & Acquisitions.
- Finalist in 2009 Booz & Co. Social Venture Challenge and 2009 CEIBS BGRC Corporate Social Responsibility Essay Contest.

J.D., University of Florida

2005-08

- Studied abroad at Universitas Gadjah Mada in Yogyakarta, Indonesia.
- Awards: Book Awards in Intellectual Property Licensing, Mergers & Acquisitions, Family Law Economics, Pro Bono Certificate
- Competed in Willem C. Vis Moot Court competition in Vienna, Austria for International Commercial Arbitration

B.A., University of Florida (Political Science, Linguistics)

2000-04



MICHAEL GARCIA, PA
Gerrard L. Grant
Of Counsel

888 SE 3rd Avenue, Suite 400-D
Fort Lauderdale, FL 33316
P: 954-703-6202

Gerrard L. Grant is Florida Bar Board Certified in Tax Law that represents Municipalities, Businesses and Individuals across various industries including manufacturing, technology, real estate, entertainment, retail and healthcare. His practice involves structuring complex transactions, mergers and acquisitions, real estate development, private equity, and estate planning.

Mr. Grant previously served as an Assistant City Attorney in the Finance Department of the Office of the City Attorney, City of Atlanta for three years. During the latter part of his tenure at the City, he was co-lead attorney managing the issuance of tax-exempt securities and private placement offerings. He has participated in more than \$1 billion of tax-exempt offerings and his duties included coordinating the offering schedule with stakeholders, drafting bond resolutions and other legal documents in connection with the offering on behalf of the City Attorney and working with disclosure counsel and the Chief Financial Officer to manage its continuing disclosure requirements pursuant to SEC Rule 15c2-12.

Gerrard also advised the Atlanta Mayor, the City of Atlanta Council, and the City Attorney on various tax issues regarding inter-governmental transactions and public-private partnerships, and created City of Atlanta Ordinance 15-0-1078, a tax incentive program that exempts startups and emerging technology businesses from paying occupational tax in its first three years of operation.

Gerrard is a CPA and prior to attending law school, worked at an international accounting firm where he was exposed to a wide array of tax issues impacting businesses, high net worth individuals and not-for-profit organizations. He devotes a significant part of his law practice to representing taxpayers across the country in tax controversy matters against the Internal Revenue Service.

Gerrard serves in various leadership roles within the Florida Bar that includes being a member of the Executive Counsel of the Tax Section where he is a Co-Chair of the IRS Collection Activities Subcommittee and on the Tax Certification Committee.

MICHAEL GARCIA, PA

888 SE 3rd Avenue, Suite 400-D, Fort Lauderdale, Florida 33316 | (954) 703-6202 | garciapa.com

BAR MEMBERSHIP:

Florida Bar, 2009

Board Certified in Real Estate Law, 2020

EDUCATION:

University of Florida, Florida

Juris Doctor, May 2008

Harvard University, Kennedy School Executive Education,
Certificate in Comparative Tax Policy and Administration, 2014

University of Florida,
Levin College of Law, LL.M. in Taxation, 2009

University of Central Florida, M.S. in Taxation, 2004

University of Central Florida, B.Sc. in Accounting, 2002

PRACTICE AREAS:

Municipal Law; Real Estate; Tax Law

MUNICIPAL EXPERIENCE:

Assistance City Attorney, City of Atlanta



MICHAEL GARCIA, PA
Julio E. Gonzalez, Jr.
Of Counsel

888 SE 3rd Avenue, Suite 400-D
Fort Lauderdale, FL 33316
P: 954-703-6202

Mr. Gonzalez is a Former Broward County Judge with 25 years of combined experience as a Lawyer and Judge. As a trial Attorney and Judge, he has amassed over 250 jury and bench trials. He has also been the Arbitrator in 50 Arbitrations, Mediator in 200 Mediations and participated in 8 Collective Bargaining Agreement negotiations with various municipalities and government agencies.

Mr. Gonzalez also has employment experience which includes advising public & private clients on compliance with Federal, State and Local laws on employment discrimination, employee rights and benefits under the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Family and Medical Leave Act. Mr. Gonzalez also drafts and reviews employment policies, employee handbooks, and employment contracts, and represents clients before the Equal Employment Opportunity Commission and the Florida Commission on Human Relations. Mr. Gonzalez's Federal and State court litigation experience includes employment discrimination and wage claims brought under federal and state statutes, as well as civil rights actions under state and federal law (including those where qualified immunity is implicated).

Mr. Gonzalez's labor experience includes counseling clients on labor relations issues; negotiating, drafting, and interpreting Collective Bargaining Agreements; handling grievance/arbitration and unemployment hearings; and litigating proceedings under the Public Employees Relations Act and the National Labor Relations Act.

Mr. Gonzalez is also responsible for the administering of the disciplinary process for the Broward Sheriff Office with 5,800 personnel to assure compliance with applicable State & Federal law, policy and procedures, and respective Collective Bargaining Agreements with 5 labor unions; serves as senior executive member of the Policy Review Committee; serves as the Chairman of the Professional Standards Committee, Shooting Review Board, and Pursuit Review Board. Mr. Gonzalez was also the former General Counsel for the Broward County Police Benevolent Association, former Assistant State Attorney for the Brooklyn, NY, the District Attorney's Office and Miami-Dade County State Attorney's Office.

BAR MEMBERSHIP:

Florida Bar, 2000

EDUCATION:

Syracuse University College of Law, New York

Juris Doctor conferred in May 1995

Activities: National Civil Trial Team Member, Lead Advocate – 1995

Best Advocate, Advanced Trial Practice – 1995

Manhattan College, Riverdale, N.Y.

B.A. Degree in Education conferred in May 1992

Honors: Dean's List Four Semesters: 1988-89; 1991-92

Kappa Delta Pi; International Education Honor Society

PRACTICE AREAS:

Litigation; Employment Law; Pension

EXPERIENCE:

Broward County Sheriff's Office-Currently

General Counsel Broward County PBA-9/2013-12/2014

Broward County Judge-3/2006-1/2009

Law Firm of Julio E. Gonzalez-3/2001-3/2006

Miami-Dade State Attorney's Office-1/2000-3/2001

Legal Aid Society-2/1999-9/1999

Kings County District Attorney Office-10/1995-12/1998

LANGUAGE: Fluent in Spanish.

Julio E. Gonzalez, Jr.

Attorney at Law
1323 SE 4th Avenue
Fort Lauderdale, Florida 33316
attorneygonzalez@gmail.com
954-854-0909

Julio's employment experience includes advising public & private clients on compliance with federal, state and local laws on employment discrimination, employee rights and benefits under the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Family and Medical Leave Act. Julio also drafts and reviews employment policies, employee handbooks, and employment contracts, and represents clients before the Equal Employment Opportunity Commission and the Florida Commission on Human Relations. Julio's federal and state court litigation experience includes employment discrimination and wage claims brought under federal and state statutes, as well as civil rights actions under state and federal law (including those where qualified immunity is implicated).

Julio's labor experience includes counseling clients on labor relations issues; negotiating, drafting, and interpreting collective bargaining agreements; handling grievance/arbitration and unemployment hearings; and litigating proceedings under the Public Employees Relations Act and the National Labor Relations Act.

Professional Experience

Director of Professional Standards

Broward Sheriff's Office

2601 W. Broward Boulevard

Fort Lauderdale, Florida 33312

Responsible for the administering of the disciplinary process for the Broward Sheriff Office with 5,800 personnel to assure compliance with applicable State & Federal law, policy and procedures, and respective Collective Bargaining Agreements with five (5) labor unions. Serve as senior executive member of the Policy Review Committee; as well as the Chairman of the Professional Standards Committee, Shooting Review Board, and Pursuit Review Board.

General Counsel,

Broward County Police Benevolent Association

2650 West State Road 84, Ft. Lauderdale, FL 33312

Provided legal representation of all members, administration and staff of the Broward county PBA in the following, but not limited to, manner:

Represented members before administrative governmental bodies and arbitration boards,

Represented the PBA in litigation, civil rights, labor and employment matters,

Oversaw civil and criminal investigations and litigations where PBA members are defendants,

Prepare, review, draft and approve contracts and other legal documents, in which the PBA is a party,

Performed legal research and render legal opinions for unit members, the Exec. Bd. and Bd. of Directors

Represented members as lead negotiator in labor matters & collective bargaining with gov't. agencies
Ensured compliance with labor policies & procedures; as well as local, state and federal laws
Developed and conducted workshops pertaining to legal and economic issues that impact members
Oversaw and organized membership elections of PBA reps. in accordance with labor rules and regulations promulgated by the Public Employee Relations Commission,
Authored and prepare monthly legal announcements as to new statutes, recent case law, and new or amended legislation.

County Court & Acting Circuit Court Judge, Broward County, FL

March 2006-January 2009

Presided over criminal felony and misdemeanor dockets; and civil dockets involving commercial, real estate, health care, and administrative litigation; presided over 200 bench and jury trials in domestic, criminal and civil divisions.

Highest-rated Broward County Judge for legal knowledge, ethics, and professionalism by Broward Bar members in 2008.

The Law Firm of Julio E. Gonzalez, Jr., P.A., Hollywood, FL

March 2001-March 2006

Solo practitioner specializing in criminal defense and personal injury

Miami-Dade State Attorney's Office, Miami-Dade, FL

January 2000-March 2001

Assistant State Attorney

Responsible for prosecuting felony criminal cases before the 11th Judicial Circuit Court for the State of Florida. Responsibilities included, but not limited to, the presentation of evidence before trial juries and judges; as well as writing and arguing memoranda of criminal law and procedure.

Legal Aid Society, Criminal Defense Division, New York, N.Y.

Staff Attorney

February 1999 – September 1999

Responsible for the defending of felony and misdemeanor cases from their inception to disposition. These types of cases included, but not limited to, robbery, burglary, criminal possession of a weapon, grand larcenies, assaults, drug cases, and driving while intoxicated. This responsibility enabled me to submit numerous omnibus motions and memoranda of law on behalf of clients to the New York Supreme Court.

Kings County District Attorney's Office, Brooklyn, N.Y.

Assistant District Attorney

October 1995 –December 1998

Responsible for prosecuting felony criminal cases before the New York Supreme Court. Responsibilities included, but not limited to supervising and instructing investigative assistants in the proper technique of interviewing victims, witnesses, and suspects in high profile cases; as well as supervising and authorizing the drafting and issuing of Supreme Court search warrants.

Education:

Syracuse University College of Law, New York

Juris Doctor conferred in May 1995

Activities: National Civil Trial Team Member, Lead Advocate – 1995

Best Advocate, Advanced Trial Practice – 1995

Manhattan College, Riverdale, N.Y.

B.A. Degree in Education conferred in May 1992

Honors: Dean's List Four Semesters: 1988-89; 1991-92

Kappa Delta Pi; International Education Honor Society



MICHAEL GARCIA, PA
Arthur E. Marchetta, Jr.
Of Counsel

888 SE 3rd Avenue, Suite 400-D
Fort Lauderdale, FL 33316
P: 954-703-6202

Born in 1961 and originally from New York, Arthur E. Marchetta, Jr. has been a resident of South Florida since 1973. While in Florida, he attended high school at Hialeah-Miami Lakes Senior High School, undergraduate school at the University of Florida and law school at the University of Miami, graduating in 1986. He presently resides in Hollywood, Florida with his wife and son.

Since leaving the Office of the Public Defender, he has been in private practice. During his tenure as an attorney, Mr. Marchetta fought for the rights of those charged with crimes in both State and Federal courts. He has amassed over 200 jury trials, along with numerous pretrial hearings and bench trials. His experience ranges from misdemeanors to capital offenses in which the government has sought the death penalty. He represents individuals charged with driving under the influence, drug possession, illegal firearms possession, criminal conspiracies, drug trafficking, violations of probation, burglary, theft, robbery, arson, extortion, money laundering, resisting arrest, manslaughter, murder, racketeering, bookmaking, sexual misconduct, domestic violence, and numerous other offenses. Mr. Marchetta has always taken seriously the rights of those accused of a crime. He recognizes that anyone in trouble with the law deserves the benefit of due process and the protections afforded under the Florida and United States Constitutions. Through his experience as a criminal defense attorney, he has routinely fought against abuses of power and faulty police work.

In addition to criminal defense, Mr. Marchetta handles civil cases. These civil cases include personal injury and commercial cases. Additionally, Arthur Marchetta handles matters associated with public auctions, bankruptcy auctions and auction houses. These matters involve different aspects of commercial litigation, including problem solving, dispute resolutions, lien law, and Division of Professional Regulation issues. Mr. Marchetta has also presented arguments in the State of Florida Appellate Courts.

Throughout Mr. Marchetta's career, he has focused on litigation and solving the problems brought forth by the thousands of clients he has represented over the past 36 years in practice.

MICHAEL GARCIA, PA

888 SE 3rd Avenue, Suite 400-D, Fort Lauderdale, Florida 33316 | (954) 703-6202 | garciapa.com

EDUCATION:

University of Florida
Gainesville, Florida
Bachelor of Science in Business Administration
Class of 1983 / Cum Laude

University of Miami School of Law
Coral Gables, Florida
Class of 1986

BAR MEMBERSHIPS:

Florida Bar 1986
Supreme Court of the United States 2003
United States Court of Appeal, Eleventh Circuit 2014
United States District Court / Southern District of Florida 1995

EMPLOYMENT:

Office of the Public Defender, Broward County, Florida
1987 to 1992

Arthur E. Marchetta, Jr., P.A.
1993 to present.

PRACTICE AREAS:

Trial attorney; including commercial litigation and criminal defense.

COMMUNITY INVOLVEMENT:

Church of the Little Flower, Finance Council
Youth basketball / baseball coach



MICHAEL GARCIA, PA
Ralph E. King III
Of Counsel

888 SE 3rd Avenue, Suite 400-D
Fort Lauderdale, FL 33316
P: 954-703-6202

Rick King is currently an attorney in Palm Beach County practicing labor law and criminal defense. He is formerly a partner at the firm of King, Nieves & Zacks, a boutique law firm that handles various types of legal matters. Mr. King also served as in-house counsel for the Palm Beach County Police Benevolent Association (PBA) There Mr. King represented law enforcement officers in contract negotiations, criminal and labor matters.

Mr. King is from Pittsburgh, Pennsylvania where he attended Slippery Rock University before completing his undergraduate degree in Human Resource Management from Palm Beach Atlantic University. Mr. King served 19 years with West Palm Beach Police Department where he held several positions including an assigned with the United States Drug Enforcement Administration's Task Force. Mr. King rose to the level of Lieutenant and served in that capacity in the Criminal Investigations Division before he retired in 2008. Mr. King graduated from the Nova Southeaster University's Shepard Broad Law School, in 2010.

April 2011 – February 2020

Legal Counsel, Palm Beach County Police Benevolent Association represents law enforcement officers in labor matters including contract negotiations, administrative discipline cases and criminal matters, represented clients at arbitration, criminal court, and in administrative hearings before state licensing board.

January 2012 – Present

Criminal Attorney, KNZ, West Palm Beach, FL

Represents clients in both misdemeanor and felony cases in county and circuit court.

1989-2008 West Palm Beach Police Department

Lieutenant, Criminal Investigations Division

Sergeant, Drug Enforcement Administration Task Force, Patrol Officer

EDUCATION

December 2010

J.D., Nova Southeastern University

June 1992

Bachelor of Science, Human Resource Management, Palm Beach Atlantic University

MICHAEL GARCIA, PA

888 SE 3rd Avenue, Suite 400-D, Fort Lauderdale, Florida 33316 | (954) 703-6202 | garciapa.com

Ralph E. King, III

561-723-2148
Rick@rekinglaw.com

EDUCATION

Nova Southeastern University, Shepard Broad Law Center, Fort Lauderdale, FL Juris Doctor	December 2010
Palm Beach Atlantic University, West Palm Beach, FL Bachelors of Science Human Resource Management	1990-1992
Slippery Rock University, Slippery Rock, PA Associates of Science	1983-1985

PROFESSIONAL EXPERIENCE

Palm Beach County Police Benevolent Association
2100 N. Florida Mango Rd., West Palm Beach, Fl

Union Representative/In House Counsel	May 2009 to Present
--	----------------------------

As both a Union representative and In House Counsel, negotiated collective bargaining agreements, represented individual police and correctional officers in internal affairs investigations, in contractual and disciplinary grievances through arbitration or at other appeals proceedings, in litigation to protect their rights, and before the Florida Criminal Justice Standards and Training Commission. As In House Counsel, provided 24-hour on-scene legal counsel to sworn personnel at “critical incidents” involving on-duty uses of deadly force, in-custody deaths, or in circumstances otherwise subjecting them to investigation by criminal and/or administrative authorities.

King, Nieves & Zacks
1896 Palm Beach Lakes Blvd, West Palm Beach Fl., 33409

Criminal Defense Attorney Represented clients in Federal, Circuit and County Courts in criminal matters. Research, analyze cases, and present findings in court in an effort to advocate for the client.	January 2012 to Present
--	--------------------------------

West Palm Beach Police Department 600 Banyan Blvd, West Palm Beach, FL	June 1989 to July 2008, Retired
--	--

Police Lieutenant Criminal Investigations Division	April 2007 to July 2008, Retired
---	---

The Special Investigations Lieutenant supervises investigations involving fraud, forgery, auto theft, crimes against children and domestic related crimes. Supervised twelve detectives, a civilian staff of eight persons and all administrative duties for the division and budget preparation.

Police Lieutenant, Platoon Commander/Patrol Division**December 2005 to April 2007**

Shift Commander in Field Operations responsible for scheduling and deployment of uniformed personnel while directing community and problem solving activities. Attends neighborhood association meetings to address quality of life issues raised by residents. Trains and mentors supervisors and officers while corrects performance problems involving officers under command. Commands and coordinates police response to major incidents including officer-involved shootings, homicides, barricaded subjects, protests, disorder incidents and dignitary visits.

Police Sergeant**November 1999 to December 2005**

Under general supervision, directs and leads subordinates in enforcing state and federal laws and local ordinances. Supervises, evaluates, trains, and provides guidance to subordinate personnel. Effectively utilizes resources by assigning officers their work and equipment to ensure the proper performance of police functions; writes complete concise and coherent reports for a variety of purposes and evaluates reports for continued investigations.

Police Officer**June 1989 to November 1999**

Responsible for enforcing laws/ordinances, arresting offenders, investigating crimes, problem solving, crime prevention, providing assistance to the public, maintenance of order, protection of life, property and recognizing public safety concerns.

Narcotic Agent**November 1992 to January 1998****Federal Drug Task Force Officer****August 1994 to November 1997**

Under the supervision and assigned to the Drug Enforcement Administration, Task Force agents enforce state and federal controlled substances laws. Provide enforcement strategies to stop individuals who participate in illicit drug trafficking and drug use. Promotes educational programs to reduce illegal drug use and trafficking in the United States. Duties include: Surveying suspects, infiltrating drug trafficking organizations, arresting violators, seizing assets of drug-related crimes, investigating laundering schemes, confiscating illegal drugs, investigating the illegal distribution of prescription medications, collecting evidence and testifying in court.

AWARDS

U.S. Attorney's Office Outstanding Law Enforcement Officer

1993**PROFESSIONAL MEMBERSHIPS**

Police Benevolent Association Union Representative

1998 to 2008

Florida Bar

2011 to Present

Palm Beach County Bar Association

December to Present

Black Law Student Association

August 2007 to 2010**REFERENCES**

Furnished upon request



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Michael Garcia

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 93749

Mail Address: Michael Garcia, PA
888 SE 3rd Ave Ste 400-D
Fort Lauderdale, FL 33316-1159
Office: 954-703-6202
Cell: 954-703-6202

Email: michael@garciapa.com

Personal Bar URL: <https://www.floridabar.org/mybarprofile/93749>

vCard:

County: Broward

Circuit: 17

Admitted: 11/08/2011

10-Year Discipline History: None

Law School: Nova Southeastern University - Shepard Broad College of Law

Firm: Michael Garcia, PA

Firm Website: <http://GARCIAPA.COM>



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Commissions

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Christian W Waugh

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 71093

Mail Address: Waugh Grant PLLC
321 N Crystal Lake Dr Ste 207
Orlando, FL 32803-5836
Office: 321-800-6008
Cell: 352-750-0325
Fax: 844-206-0245

Physical Address: 321 N Crystal Lake Dr Ste 207
Orlando, FL 32803-5836
Office: 321-800-6008
Cell: 352-750-0325
Fax: 844-206-0245

Email: cwaugh@waughgrant.com ✉

Personal Bar URL: <https://www.floridabar.org/mybarprofile/71093>

vCard: 

County: Orange

Circuit: 09

Admitted: 09/28/2009





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Gerrard Lyndon Grant

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 71887

Mail Address: Waugh Grant, PLLC
321 N Crystal Lake Dr Ste 207
Orlando, FL 32803-5836
Office: **321-800-6008**
Fax: 844-206-0245

Physical Address: 321 N Crystal Lake Dr Ste 207
Orlando, FL 32803-5836
Office: **321-800-6008**
Fax: 844-206-0245

Email: ggrant@waughgrant.com

Personal Bar URL: <https://www.floridabar.org/mybarprofile/71887>

vCard:

County: Orange

Circuit: 09

Admitted: 10/05/2009

10-Year Discipline History: None





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- Federal Government

Julio E Gonzalez Jr.

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:	191787
Mail Address:	1323 SE 4th Ave Fort Lauderdale, FL 33316-1913 Office: 954-854-0909 Cell: 954-854-0909 - No Text Messages
Email:	attorneygonzalez@gmail.com
Personal Bar URL:	https://www.floridabar.org/mybarprofile/191787
vCard:	
County:	Broward
Circuit:	17
Admitted:	01/31/2000
10-Year Discipline History:	None
Law School:	Syracuse University College of Law, 1995



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Arthur Elliot Marchetta Jr.

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 607479

Mail Address: 888 SE 3rd Ave Ste 402
Ft Lauderdale, FL 33316-0002

Office: 954-566-9889

Cell: 954-566-9889 - No Text Messages

Email: atty@marchetta.info

Personal Bar URL: <https://www.floridabar.org/mybarprofile/607479>

vCard:

County: Broward

Circuit: 17

Admitted: 10/22/1986

10-Year Discipline History: None

Law School: University of Miami School of Law, 1986

Firm Position: Private Law Practice





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Ralph Edward King III "Rick"

Member in Good Standing Eligible to Practice Law in Florida

Bar Number:	90473
Mail Address:	Ralph E. King III, PA 707 N Flagler Dr West Palm Beach, FL 33401-4008 Office: 561-557-1079 Fax: 561-491-2101
Email:	rick@rekinglaw.com
Personal Bar URL:	https://www.floridabar.org/mybarprofile/90473
vCard:	
County:	Palm Beach
Circuit:	15
Admitted:	07/22/2011
10-Year Discipline History:	None
Law School:	Nova Southeastern University - Shepard Broad College of Law, 2010
Sections:	Criminal Law

City Forms

CERTIFIED RESOLUTION

I, Michael Garcia (Name), the duly elected Secretary of Michael Garcia PA (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Michael Garcia (Name)", the duly elected President (Title of Officer) of Michael Garcia, PA (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

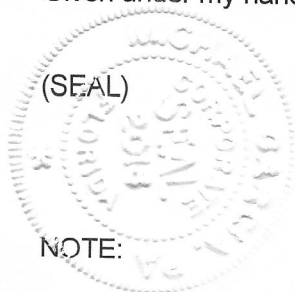
The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Michael Garcia</u>	<u>President</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

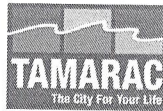
Given under my hand and the Seal of the said corporation this 18 day of March, 2021

By: [Signature]

Secretary

Corporate Title**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Broward) ss.

Michael Garcia being first duly sworn, deposes and says that:

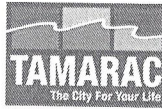
He/she is the owner (Owner, Partner, Officer, Representative or Agent) of Michael Garcia, PA, the Offeror that has submitted the attached Proposal;

1. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. Such Proposal is genuine and is not a collusive or sham Proposal;
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

By [Signature]
Michael Garcia
Printed Name
President
Title



City of Tamarac

Purchasing and Contracts Division

NON-COLLUSIVE AFFIDAVIT ACKNOWLEDGMENT

State of Florida
County of Broward

On this the 18 day of March, 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared

Michael Garcia and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

Hilda M. Carcamo
NOTARY PUBLIC, STATE OF FLORIDA

Hilda M. Carcamo

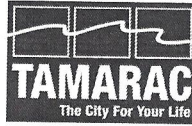
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)



HILDA M. CARCAMO
Commission # GG 297809
Expires March 12, 2023
Bonded Thru Budget Notary Services

☒ Personally known to me, or
☐ Produced identification:

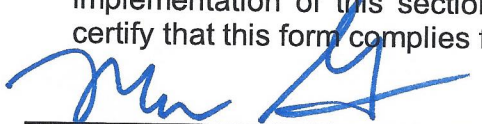
☒ DID take an oath, or ☐ DID NOT take an oath
(Type of Identification Produced)

**VENDOR DRUG-FREE WORKPLACE**

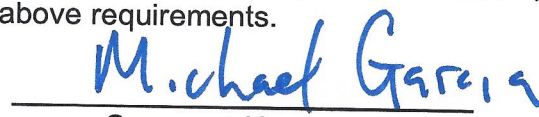
Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

6. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
7. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
8. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
9. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
10. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
11. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.



Authorized Signature



Company Name

IRS W-9 Form

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Michael Garcia PA

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
888 SE 8th Avenue, Suite 400-D

6 City, state, and ZIP code
Fort Lauderdale, FL 33316

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	7	-	4	8	9	3	9	9	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► 

Date ► **3/18/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Professional Liability Policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number: 1

POLICY NUMBER VUMC0209151	POLICY CHANGES EFFECTIVE 12/10/2020	COMPANY Berkley Assurance Company, A+ XV (Non-Admitted)
NAMED INSURED Michael Garcia PA		AUTHORIZED REPRESENTATIVE Marlo Edwards
COVERAGE PARTS AFFECTED Professional Liability - E&O		
<p style="text-align: center;">CHANGES</p> <p>In consideration of premium charged, it is hereby understood and agreed that the address is amended as follows:</p> <p>888 SE 3rd Avenue, Suite 400-D, Fort Lauderdale, FL 33316</p> <p>In Lieu of</p> <p>100 SE 6th St Fort Lauderdale, FL, 33301</p> <p style="text-align: center;"><small>This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. License#: P074462 Address: 970 Lake Carillon Drive, Ste 106 St. Petersburg, FL 33716</small></p> <p style="text-align: center;">ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p>		

Marlo Edwards

Authorized Representative

Insured's Name Michael Garcia PA Policy # VUMC0209151
UMR # _____
(Lloyd's Policies Only)

Policy Dates From 11/01/2020 To 11/01/2021

Surplus Lines Agents Name Jessica Alcantara
Surplus Lines Agents Address 970 Lake Carillon Drive, Suite 106 St Petersburg FL 33716
Surplus Lines Agents License # P074462
Producing Agent's Name Braishfield Associates, Inc. - John Barfield, Jr
Producing Agent's Physical Address 5750 Major Boulevard, Suite #200 , Orlando, FL 32819

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Policy Premium	<u>\$5,998.00</u>	Policy Fee	<u>\$150.00</u>
Inspection Fee	<u>\$0.00</u>	Provider Fee	<u>\$0.00</u>
Tax	<u>\$303.71</u>	Service Fee	<u>\$3.69</u>
FHCF Assessment	<u>\$0.00</u>	Citizen's Assessment	<u>\$0.00</u>
EMPA Surcharge	<u>\$0.00</u>		

Surplus Lines Agent's
Countersignature



☐ **"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

☐ **"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

BERKLEY ASSURANCE COMPANY

A Stock Corporation

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260

ERRORS AND OMISSIONS – CLAIMS-MADE AND REPORTED COVERAGE DECLARATIONS

POLICY NUMBER: VUMC0209151

NAMED INSURED AND ADDRESS:

Michael Garcia PA
100 SE 6th St
Fort Lauderdale, FL 33301

RENEWAL OF: VUMC0209150

PRODUCER'S NAME AND ADDRESS:

Peachtree Special Risk Brokers - St. Petersburg
970 Lake Carillon Drive
Suite 106
St. Petersburg, FL 33716

POLICY PERIOD: November 1, 2020 to November 1, 2021 at 12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE:

Aggregate Limit	\$1,000,000
Limit of Liability Per Claim	\$1,000,000

NOTICE TO THE INSURED:

THIS COVERAGE PART PROVIDES CLAIMS-MADE AND REPORTED COVERAGE WHICH PROVIDES LIABILITY COVERAGE ONLY IF A CLAIM IS MADE AND REPORTED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

RETROACTIVE DATE (APPLICABLE TO CLAIMS MADE COVERAGES ONLY):

November 1, 2019

DESCRIPTION OF BUSINESS:

FORM OF BUSINESS: Other

PROFESSIONAL SERVICES: Licensed Lawyer

POLICY NO: VUMC0209151

Named Insured: Michael Garcia PA

DEDUCTIBLES:

Professional Liability - E&O

Deductible Per Claim	\$5,000
Aggregate Deductible	\$15,000

PREMIUM:

TOTAL PREMIUM	\$	5,998
TERRORISM ADDITIONAL PREMIUM	\$	0
ADVANCE PREMIUM	\$	5,998
MINIMUM EARNED PREMIUM	\$	1,500

FORMS AND ENDORSEMENTS (Other than applicable Forms and Endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this Coverage Part and made a part of the policy at time of issue:
SEE SC-FORMS (10-17) — SCHEDULE OF FORMS AND ENDORSEMENTS.

NAME AND ADDRESS OF UNDERWRITING OFFICE:

Verus Underwriting Managers
7807 E. Peakview Avenue, Suite 350
Centennial, CO 80111
Phone: (303) 357-2640 See Claims Notice for Claims contact information.

THESE DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND ANY ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

IN WITNESS WHEREOF, Berkley Assurance Company have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Philip S. Welt
Secretary



W. Robert Berkley, Jr.
President

Workers Compensation Policy



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 22, 2020

MICHAEL GARCIA P.A.
100 SE 6TH ST
FORT LAUDERDALE FL 33301

Policy Information:

Policy Number:	01 WEG AE1KBU
Renewal Date:	11/01/20



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: www.thehartford.com

Thank you for being a loyal customer of The Hartford.

1. Your Hartford Policy

Enclosed are renewal documents for your policy, which is scheduled to renew on **11/01/20**. Along with a new Declarations Page, which details the coverages provided by your policy, we are enclosing important policy documents. Please be aware that you will receive an invoice separately for this new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

2. Your Business Insurance Coverage Checkup

Now is a great time to complete a business insurance coverage checkup with a Hartford Insurance Professional. Because you wear so many hats each day, you may not be thinking about how changes to your business can impact the type and amount of insurance coverage needed to protect it.

Together we will evaluate how your needs may have changed over the past year. Examples include:

- Has your mailing address and/or the physical location of your business changed?
- Has there been any increase/decrease in the amount of business property/equipment you own?

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: Hartford Casualty Insurance Company
ONE HARTFORD PLAZA HARTFORD CT 06155



NCCI Company Number:
Company Code: 3

14397

POLICY NUMBER:
Previous Policy Number:

01 WEG AE1KBU
01 WEG AE1KBU

Suffix	
LARS	RENEWAL
	2

1. **Named Insured and Mailing Address:** MICHAEL GARCIA P.A.
(No., Street, Town, State, Zip Code) 100 SE 6TH ST
FORT LAUDERDALE FL 33301

FEIN Number: 47-4893999

State Identification Number(s):

The Named Insured is: Corporation
Business of Named Insured: Offices of Lawyers
Other workplaces not shown above: 100 SE 6TH STREET
Fort Lauderdale FL 33301

2. **Policy Period:** From 11/01/20 To 11/01/21 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: NORTHEAST AGENCIES INC/PHS
8209 IBM DR BLDG 102 STE 100
CHARLOTTE NC 28262

Producer's Code: 01214608
Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(866) 467-8730

Total Estimated Annual Premium: \$217

Deposit Premium:

Policy Minimum Premium: \$174 FL

Audit Period: ANNUAL

Installment Term: Full Pay (100%Down)

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan L. Castaneda
Authorized Representative

09/22/20
Date

INFORMATION PAGE (Continued)**Policy Number:** 01 WEG AE1KBU

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any , listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

SEE ENDORSEMENT-WC 99 03 68

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
Total Standard Premium			\$51
Expense Constant			\$160
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			\$4
Estimated Annual Premium (before Surcharges)			\$215
Total Estimated Surcharges			\$2

*See the attached Schedule(s) of Operations for Location and State Level Premium Information

Total Estimated Annual Premium: \$217

Deposit Premium:

Policy Minimum Premium: \$174 FL

Interstate/Intrastate Identification Number: Refer to Schedule of Operations

Labor Contractors Policy Number:

NAICS: 541110

SIC: 8111



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 01 WEG AE1KBU

Endorsement Number:

Effective Date: 11/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MICHAEL GARCIA P.A.

100 SE 6TH ST
FORT LAUDERDALE FL 33301

Item 3.D. of the Information Page is completed to include the following endorsements:

WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000414A	90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419	PREMIUM DUE DATE ENDORSEMENT
WC090303	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC090403B	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
WC090407	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
WC090408A	FLORIDA INSUFFICIENT FUNDS ENDORSEMENT
WC090606	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT
WC090607A	FLORIDA INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT NOTIFICATION
WC660438	FLORIDA NOTICE OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015
WC990001I	Signature/ Copyright
WC9900002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC9900005	SCHEDULE OF OPERATIONS
WC990368	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: HARTFORD CASUALTY INSURANCE COMPANY

Company Code: 3

Policy Number: 01 WEG AE1KBU

Schedule Number: 01-09-01

Effective Date: 11/01/20 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

MICHAEL GARCIA P.A.
100 SE 6TH STREET
Fort Lauderdale FL 33301

FEIN: 47-4893999

NAICS: 541110
SIC: 8111

NO. OF EMPL: 1

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8820 ATTORNEY - ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	36,500.00	0.140000	51

Total State Summary

Total Class Premium			51
Total Estimated Annual Standard Premium			51
Expense constant			160
Terrorism Risk Insurance Program Reauthorization Act	36,500.00	0.010000	4
Disclosure Endorsement			
FL FWCIGA Surcharge		1	2
Total Estimated Annual Premium			217

Countersigned by _____

Authorized Representative

General Liability Policy



MARCH 24, 2021

Welcome to The Hartford

Policy Number: 01 SBU AK9UF9

We and NORTHEAST AGENCIES INC/PHS thank you for your business. We look forward to providing you with exceptional customer service in the years to come.

HERE'S YOUR NEW POLICY

Enclosed is your new business insurance policy. It includes forms, notices, disclosures and other important information about your coverage. In some cases, you may have paperwork that requires your special attention. If so, you'll see those documents packaged together right after this letter.

WHAT TO DO NEXT

Want a digital version of your policy? We make it easy. You can download a copy instantly when you access your account online. Plus, you'll also be able to quickly and easily do things like:

- Pay bills
- Request certificates of insurance
- Change coverage

Visit <https://business.thehartford.com> to get started today.

Thank you,

Your Customer Service Team from The Hartford

HOW TO REACH US

If you have questions, you can reach The Hartford the following ways:

ONLINE BY VISITING

<https://business.thehartford.com>

POLICY QUESTIONS

1-866-467-8730,
Monday - Friday
7 a.m. - 7 p.m. CT

24 HOUR CLAIMS HOTLINE

1-800-327-3636, always open

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



IMPORTANT NOTICE TO POLICYHOLDERS

Enclosed is your spectrum policy from the Hartford. We are providing you with a complete set of policy forms, notices and brochures. In the interest of paper conservation and to reduce expenses, at renewal of this policy we will be providing you only with those documents which have changed from those now being provided. You should retain all of these documents indefinitely so that you will have a complete set of policy forms at all times for your reference.

If you have questions, or if at any time you need copies of any of the forms listed on your policy you may access them by registering for access to the customer service portal at business.TheHartford.com. You may also request them by calling your Hartford agent or broker, or the office of the Hartford identified on your policy, as appropriate.



IMPORTANT NOTICE TO POLICYHOLDERS WITH PREMISES OR OPERATIONS IN FLORIDA

Florida Insurance Guaranty Association

Companies writing property and casualty insurance business in Florida are required to participate in the Florida Insurance Guaranty Association (FIGA). The Florida Insurance Guaranty Association administers assessments that are necessary for the payment of covered claims. Each insurance company is assessed its fair share.

Florida allows companies to surcharge policies to recover these assessments.

Your policy includes the following surcharge:

FIGA REGULAR

Your policy may also include the following surcharge:

FIGA EMERGENCY

The surcharge(s) for your policy will appear as FL FIGA REG YEAR or FL FIGA EMG **YEAR**. (The **YEAR** as displayed on your policy will change based on the **year** of the assessment.)

Failure to pay the FL FIGA REG and FL FIGA EMG Surcharges by the policyholder shall be treated as non-payment of premium and will be sufficient cause to cancel the policy.

IF YOU HAVE ANY QUESTIONS ABOUT THE FL FIGA SURCHARGES, PLEASE CONTACT YOUR HARTFORD AGENT.



IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:

1. A panel of third party incident response service providers
2. Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
3. Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
4. White papers, blogs and webinars from leading privacy and security practitioners
5. Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:

The Hartford offers a variety of endorsements to your business owner's policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636**.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:

1. The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
2. Registration is required to access the Cyber Center. You may register as many users as necessary.
3. Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs.



BUSINESS OWNER'S POLICY



Declarations: Business Owner's Policy

Policy Number: 01 SBU AK9UF9

Policy Period: 03/23/2021 to 03/23/2022, 12:01 a.m., Standard time at your mailing address shown here. Exception: 12 noon in New Hampshire.

Insurer:

Hartford Underwriters Insurance Company, a property and casualty company of The Hartford.

One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:

Michael Garcia PA
888 SE 3RD AVE STE 400D
FORT LAUDERDALE, FL 33316-1181

Type of Business: Lawyers & Law Firms

Name of Agency/Broker:

NORTHEAST AGENCIES INC/PHS
8209 IBM DR BLDG 102 STE 100
CHARLOTTE, NC 28262

Code: 01210204

Previous Policy Number:

New

Organization Type: Corporation

Audit Period: Non-Auditable

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL PREMIUM:

*Total Premium includes the premium for all Coverage Parts issued to you in this policy, as well as any companion policies delivered with this policy. Total Premium includes any applicable fees and surcharges. Total Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

Countersigned by: *Susan L. Castaneda*

03/24/2021

Authorized Representative

Date

A Business Owner's Policy typically covers property and business liability risks. Generally, Property insurance pays you if a covered cause of loss damages property that you own, rent or lease. Business liability insurance pays in certain cases where something you do or something you own causes injury or damage to someone else, or someone else's property. Please see the coverages and limits described in your Declarations for details regarding the insurance you purchased.

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.



Declarations: Business Owner's Policy



Glossary of Terms*

TERM	DEFINITION
Audit Period	Your Policy period, which may be auditable or non-auditable. If your Policy is auditable, we will examine your business records to determine actual exposures for final premium calculation.
Base Coverage Form	Each Coverage Part has a form that explains, generally, what is and is not covered. This is the first building block of the Coverage Part. All other forms directly or indirectly modify the Base Coverage Form and are attached to it.
Coverage Part	A section of the Policy for a particular coverage. Unless otherwise stated in a specific Coverage Part, a Coverage Part consists of a Declarations page, a Base Coverage Form, all forms that modify the Base Coverage Form, and other forms applicable to the Coverage Part or the entire Policy.
Declarations	The part of the insurance contract that specifies the named insured, address, policy period, covered locations, limits of insurance and other key information such as forms applicable to the Coverage Part.
Policy	A contract between you and us to provide you with certain insurance coverages. Your Spectrum Business Owner's Policy consists of all Coverage Parts and forms common to some or all Coverage Parts.

*The terms and definitions contained in the Glossary of Terms are provided to help you better understand your Business Owners Policy and how it is constructed. These terms and definitions are not definitions that apply to any Coverage Part or Policy you have purchased and should not be construed as such. Please refer to the applicable provisions in your coverage parts or policies for complete details of the defined terms, including but not limited to the applicable Definitions section of such Coverage Part or Policy.



Declarations: Locations and Location-Based Coverages

Here's how your Business Owner's insurance coverage and limits apply to your business locations (LOC). If you have more than one location or building (BLDG), we break out your coverage and limits separately for each LOC.

LOC 1, BLDG 1

Class: Lawyers & Law Firms

Location: 888 SE 3rd Avenue Fort Lauderdale, FL 33316

LOC 1, BLDG 1: LOCATION-BASED COVERAGES AND FEATURES	LIMIT OF INSURANCE
--	--------------------

No property coverage at this location	
---------------------------------------	--



Declarations:

Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Liability and Medical Expenses Limit	\$1,000,000
	Medical Expenses Limit	\$10,000
	Personal and Advertising Injury Limit	\$1,000,000
	Products-Completed Operations Aggregate Limit	\$2,000,000
	Property Damage Liability Deductible	No Deductible

ALL OTHER BUSINESS LIABILITY FORMS

Form Number	Form Name
SL 21 02 10 18	EXCLUSION - LAWYERS PROFESSIONAL LIABILITY
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM

BUSINESS LIABILITY COVERAGE PREMIUM:

* Price is subject to fees and surcharges. For more details, refer to Page 6



Declarations: Other Liability Coverages

Your policy also includes the following additional liability Coverage Parts or policies. Please see the applicable Declaration form for details.

DECLARATION FORM NUMBER	COVERAGE NAME	PREMIUM
SU 00 05 10 18	Umbrella	\$



Declarations: Common Forms

Your policy includes the Common Forms listed below. These forms apply to all Coverage Parts on your policy.

FORM NUMBER	FORM NAME
SC 00 00 10 18	COMMON POLICY CONDITIONS
SC 00 01 10 18	DECLARATIONS: BUSINESS OWNER'S POLICY
SC 70 00 12 20	DISCLOSURE - CAP ON LOSSES - TERRORISM RISK INSURANCE ACT
SC 01 09 10 18	FLORIDA CHANGES - COMMON POLICY CONDITIONS
SC 50 15 10 18	IMPORTANT NOTICE FOR FLORIDA POLICYHOLDERS
SC 50 63 06 20	IMPORTANT NOTICE TO POLICYHOLDER'S
SC 90 04 10 18	IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS
SC 50 32 10 18	IMPORTANT NOTICE TO POLICYHOLDERS WITH PREMISES OR OPERATIONS IN FLORIDA
100722	INSURANCE POLICY BILLING INFORMATION
SC 50 31 10 18	PRODUCER COMPENSATION NOTICE
SC 00 12 10 18	SPECTRUM BUSINESS OWNER'S POLICY JACKET
SC 90 15 10 18	US DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS



Declarations: Other Charges

States laws and regulations may require you to pay taxes, fees, surcharges or other costs. We've listed those charges below

DESCRIPTION	COST
Other Premiums	
Policy Base Premium	\$
Terrorism Premium	
Fees, Surcharges and Taxes	
Florida Emergency Management Surcharge	
Florida Fire (College) Marshal	

We hereby acknowledge Addendum No.1 to LOI. As such,
please see the attached personal automobile policies.

Personal Automobile Policies



Tel: 1-800-841-3000

GEICO General Insurance Company
One GEICO Center
Macon, GA 31295-0001

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: -19

Coverage Period:

03-18-21 through 09-18-21

Based on local time at the address of the named insured,
your coverage began at the later of 12:01am on 03-18-21, or
when initial payment was received, and will expire at
12:01am on 09-18-21.

Date Issued: March 18, 2021

MICHAEL GARCIA

Email Address: michael@garciapa.com

Named Insured

Additional Drivers

Michael Garcia

Vehicles

VIN

Vehicle Location

**Finance Company/
Lienholder**

1 2017 Toyota Corolla

2 2016 BMW 6 Series

Coverages*

Limits and/or Deductibles

Vehicle 1 Vehicle 2

Bodily Injury Liability			
Each Person/Each Occurrence	\$50,000/\$100,000	\$332.20	\$242.50
Property Damage Liability	\$50,000	\$117.50	\$83.90
Personal Injury Protection	Non-Ded/Insd&Rel	\$117.80	\$117.80
Uninsured Motorist/Stacked			
Each Person/Each Occurrence	\$50,000/\$100,000	\$239.60	\$355.50
Comprehensive (Excluding Collision)	\$500 Ded	\$78.40	\$304.40
Collision	\$500 Ded	\$277.50	\$352.90
Emergency Road Service	ERS FULL	\$4.50	\$5.00
Rental Reimbursement	\$50 Per Day \$1,500 Max	\$23.50	\$23.50
Six Month Premium Per Vehicle		\$1,191.00	\$1,485.50

Total Six Month Premium

\$2,676.50

T-4

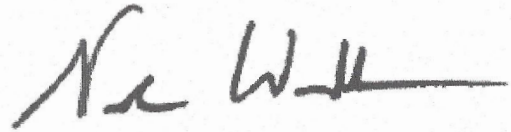
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Continued on Back

New Business Page 7 of 18

69544932 00000542 00000004/00000009 00003951/00004006

00040C605755281909033005160



Important Policy Information

- If you have any questions about this policy, about the insurance services we offer, or if you need assistance resolving a complaint please contact GEICO at 1-800-841-3000. We can assist you with your personal insurance needs.
- Please review the front and/or back of this page for your coverage and discount information.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- Confirmation of coverage has been sent to your lienholder and/or additional insured.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree. GEICO asks that you support us in the battle against insurance fraud by reporting any suspicious activities to GEICO at (800) 824-5404 x3313 or the National Insurance Crime Bureau (NICB) (800) TEL-NICB or www.nicb.org. Your call is free. Your call can be anonymous. You could be eligible for a reward.

695424932 00000542 00000005/00000009 00003952/00004006



GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

MAILING ADDRESS

JULIO GONZALEZ

Policy Number: 07

Effective Date: 12-08-20

Expiration Date: 06-08-21

Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2011

Make: HONDA

Model: ACCORD SE

VIN:

COVERAGES	LIMITS	DEDUCTIBLES
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	
Property Damage Liability	\$50,000	
Personal Injury Protection Work Loss Excluded For Insd & Rel	Option O	\$500 Ded/Insd&Rel
Uninsured Motorist/Stacked Each Person/Each Occurrence	\$100,000/\$300,000	
Comprehensive (Excluding Collision)		\$500 Ded
Collision		\$500 Ded
Emergency Road Service	ERS FULL	
Rental Reimbursement	\$50 Per Day / \$1,500 Max	

☒ Lienholder ☐ Additional Insured ☐ Interested Party

Additional Information:

Issue Date: 03-28-21

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS, AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE OR EMAIL.

Florida Automobile Insurance Identification Card

Insurer: Progressive American Insurance Co - 09412

Policy Number: 662

Effective Date: 03/24/2021

Expiration Date: 09/24/2021

**[X] Personal Injury Protection
Benefits/Property Damage Liability**

[X] Bodily Injury Liability
See policy and outline of coverage;
damage to a rental vehicle is covered
to the extent shown therein.

Named Insured(s):

Ralph E King III

PROGRESSIVE®

Year	Make	Model	VIN
2019	Cadillac	Ct6	
2015	Infiniti	Q50	

NAIC Number: 24252

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Lisa C King
Ralph E King III
Gold Membership
Valued Customer Since 2019



Form A022 FL (03/11)

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM

Call 1-800-274-4499 or go to claims.progressive.com.

NEED ROADSIDE ASSISTANCE?

Call 1-800-776-2778.

PROGRESSIVE[®]

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

Your Agent:

MOODY INSURANCE GRP 1-954-266-7700

See claims reporting information on reverse side.

Misrepresentation of insurance is a first degree misdemeanor.

PROGRESSIVE®

CELEDINAS INS GRP
4400 PGA BLVD #1000
PALM BEACH GRDNS, FL 33410

PROGRESSIVE
AUTO

ARTHUR MARCHETTA JR

Policy Number: 8014

Underwritten by:

Progressive American Insurance Co

March 23, 2020

Policy Period: Apr 25, 2020 - Oct 25, 2020

Page 1 of 3

1-561-622-2550

CELEDINAS INS GRP

Contact your agent for personalized service.

progressiveagent.com

Online Service

Make payments, check billing activity, update
policy information or check status of a claim.

1-800-274-4499

To report a claim.

Auto Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on April 25, 2020 at 12:01 a.m. This policy expires on October 25, 2020 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle, unless the policy contract or endorsements indicate otherwise. The policy contract is form 9611A FL (07/17). The contract is modified by form A261 FL (08/18).

Drivers and resident relatives

Additional information

ARTHUR MARCHETTA JR

Named insured

Outline of coverage

2019 CADILLAC ESCALADE 4 DOOR WAGON

VIN:

Garaging ZIP Code: 33019

Primary use of the vehicle: Pleasure

Length of vehicle ownership when policy started or vehicle added: At least 1 month but less than 1 year

	Limits	Deductible	Premium
Liability To Others			
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		\$400
Property Damage Liability	\$100,000 each accident		113
Personal Injury Protection/Deductible applies to	\$10,000	\$0	71
Named Insured/Spouse/Dependent Resident Relatives			
Uninsured Motorist - Nonstacked	\$100,000 each person/\$300,000 each accident		84
Comprehensive	Actual Cash Value	\$500	252
Collision	Actual Cash Value	\$500	253
Rental Reimbursement	up to \$60 each day/maximum 30 days		32
Loan/Lease Payoff	25% Of The Actual Cash Value		57
Total premium for 2019 CADILLAC			\$1,262

2014 JEEP GRAND CHEROKEE 4 DOOR WAGON

VIN: 8955

Garaging ZIP Code: 33019

Primary use of the vehicle: Commute

Length of vehicle ownership when policy started or vehicle added: At least 3 years but less than 5 years

	Limits	Deductible	Premium
Liability To Others			
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		\$427
Property Damage Liability	\$100,000 each accident		157
Personal Injury Protection/Deductible applies to	\$10,000	\$0	105
Named Insured/Spouse/Dependent Resident Relatives			
Uninsured Motorist - Nonstacked	\$100,000 each person/\$300,000 each accident		134
Comprehensive	Actual Cash Value	\$1,000	53
Collision	Actual Cash Value	\$1,000	133
Rental Reimbursement	up to \$60 each day/maximum 30 days		27
Total premium for 2014 JEEP			\$1,036
Total 6 month policy premium			\$2,298.00
Discount if paid in full			-488.00
Total 6 month policy premium if paid in full			\$1,810.00

Premium discounts

Policy	
8014	Home Owner, Multi-Car, Continuous Insurance: Platinum, Paperless and Three-Year Safe Driving
Vehicle	
2019 CADILLAC ESCALADE	Anti-Lock Brakes, Driver and Passenger-side Airbag, Passive Anti-Theft Device and Smart Technology Discount
2014 JEEP GRAND CHEROKEE	Anti-Lock Brakes, Driver and Passenger-side Airbag and Passive Anti-Theft Device

Smart Technology DiscountSM is a service mark of Progressive Casualty Ins. Co.


Lienholder and additional interest information

Vehicle	Lienholder	Additional interest
2019 CADILLAC ESCALADE		GM FINANCIAL ARLINGTON, TX 76096
2014 JEEP GRAND CHEROKEE 1		

Policyholder inquiries

You may call your agent at 1-561-622-2550 to present inquiries or obtain information about coverage, and to obtain assistance with any complaints.

Agent signature



Company officers

A handwritten signature in black ink, appearing to read "P. J. Marchetta". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Secretary

We hereby acknowledge No.1 to the LOI. As such,
please see the attached Umbrella Policy.

Umbrella Policy



Declarations: Umbrella Liability Supplemental Policy

This Declarations Page, with the Umbrella Liability Supplemental Policy Form and Supplemental Policy endorsements, if any, shall together constitute this Umbrella Liability Supplemental Policy, also referred to as "Supplemental Policy". The Supplemental Policy in turn forms a part of the Policy Number shown below.

None of the provisions of the Policy to which this Supplemental Policy is attached applies to the Umbrella Liability Insurance provided hereunder, unless otherwise specified in this Supplemental Policy.

Policy Number: 01 SBU AK9UF9

Policy Period

Effective Date: 03/23/2021

Expiration Date: 03/23/2022

12:01 A.M., Standard time at the address of the named insured as stated herein.

Insurer:

Hartford Underwriters Insurance Company
One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:

Michael Garcia PA
888 SE 3RD AVE STE 400D
FORT LAUDERDALE, FL 33316-1181

Named Insured Is: Michael Garcia PA

PREMIUM:

CONTINUED





CONTINUED

Declarations: Umbrella Liability Supplemental Policy

POLICY PERIOD

12:01 A.M., Standard time at the address of the named insured as stated herein.

EFFECTIVE DATE: 03/23/2021**EXPIRATION DATE:** 03/23/2022**LIMITS OF INSURANCE**

The Limits of Insurance subject to all the terms of this Supplemental Policy that apply are:

EACH OCCURRENCE LIMIT: \$1,000,000**GENERAL AGGREGATE LIMIT:** \$1,000,000

(Other than Products - Completed Operations, Bodily Injury By Disease and Automobile)

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT: \$1,000,000**BODILY INJURY BY DISEASE AGGREGATE LIMIT:** \$1,000,000**SELF INSURED RETENTION:** \$10,000 Each Occurrence

Schedule of Underlying Insurance

See Attached Extension Schedule of Underlying Insurance

Form Numbers of Forms and Endorsements that apply:

FORM NUMBER	FORM NAME
SU 00 05 10 18	UMBRELLA LIABILITY SUPPLEMENTAL POLICY DECLARATIONS PAGE
SU 20 00 10 18	ABSOLUTE LEAD EXCLUSION
SU 20 07 10 18	EXCLUSION - AUTO
SU 20 10 10 18	EXCLUSION - CARE, CUSTODY OR CONTROL OF REAL PROPERTY
SU 00 00 12 19	UMBRELLA LIABILITY SUPPLEMENTAL POLICY
SU 01 09 06 20	AMENDMENT OF UMBRELLA CONDITIONS - FLORIDA
SU 20 01 10 18	EXCLUSION - SILICA
SU 20 09 10 18	EXCLUSION - CARE, CUSTODY OR CONTROL OF PERSONAL PROPERTY
SU 20 60 10 18	EXCLUSION - LAWYERS PROFESSIONAL LIABILITY
SU 00 03 10 18	EXTENSION SCHEDULE OF UNDERLYING INSURANCE





CONTINUED

Declarations: Umbrella Liability Supplemental Policy

Countersigned by:	<i>Susan L. Castaneda</i>	03/24/2021
	Authorized Representative	Date
Countersigned by:	<i>Lisa Levin</i>	03/24/2021
	Lisa Levin, Secretary	Date
Countersigned by:	<i>Douglas Elliot</i>	03/24/2021
	Doug Elliot, President	Date

EXTENSION SCHEDULE OF UNDERLYING INSURANCE



This extension schedule forms a part of the Supplemental Policy.

An "X" marked in a box indicates the corresponding coverage is provided in the "underlying insurance".

Please note the Maintenance Of Underlying Insurance condition in the Umbrella Liability Supplemental Policy.

A. (X) Business Liability

Carrier, Policy Number and Policy Period: Hartford Underwriters Insurance Company
01 SBU AK9UF9
03/23/2021 To 03/23/2022

Type of Coverage		Applicable Limits	
(X)	Liability and Medical Expenses	\$1,000,000	Per Occurrence
(X)	Personal and Advertising Injury	\$1,000,000	Per Person/Organization
(X)	Products/Completed Operations Aggregate	\$2,000,000	Aggregate
(X)	General Aggregate	\$2,000,000	Aggregate
(X)	Damages To Premises Rented To You	\$1,000,000	Any One Premises
()	Hired Auto and Non-Owned Auto Liability		

B. () Liquor Liability

Carrier, Policy Number and Policy Period:

Type of Coverage	Applicable Limits
Liquor Liability	

EXTENSION SCHEDULE OF UNDERLYING INSURANCE (Continued)



POLICY NUMBER: 01 SBU AK9UF9

- C. ☐ Comprehensive Automobile Liability
Carrier, Policy Number and Policy Period:

Type of Coverage

☐ Owned Autos

☐ Non-Owned Autos

☐ Hired Autos

Applicable Limits

Bodily Injury Liability

Each Person
Each Accident

Property Damage Liability

Each Accident

Bodily Injury and Property Damage Liability Combined

Each Person
Each Accident

Type of Coverage

☐ Uninsured Motorist

☐ Underinsured Motorist

Applicable Limits

Each Accident
Each Occurrence

Each Person
Each Accident

EXTENSION SCHEDULE OF UNDERLYING INSURANCE (Continued)



POLICY NUMBER: 01 SBU AK9UF9

D. () Employer's Liability

Carrier, Policy Number and Policy Period:

Type of Coverage	Applicable Limits
Employers Liability	Each Accident* Each Employee by Disease* Total Policy by Disease*

*In any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE (Continued)



POLICY NUMBER: 01 SBU AK9UF9

E. () Foreign Liability

Carrier, Policy Number and Policy Period:

Type of Coverage	Applicable Limits
() Foreign Commercial General Liability	
() Liability and Medical Expenses	Per Occurrence
() Personal And Advertising Injury	Per Person/Organization
() Products/Completed Operations Aggregate	Aggregate
() General Aggregate	Aggregate
() Damages To Premises Rented To You	Any One Premises
() Foreign Contingent Auto Liability	Each Accident
() Foreign Employers Liability	Each Accident*
	Each Employee by Disease*
	Total Policy by Disease*

*In any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.



BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured 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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. 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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

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) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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 "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

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

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises 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 D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway 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 equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to 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, any person is an insured while operating 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, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part 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.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

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

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

c. Method Of Sharing

If all 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.



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.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



- (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) 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.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "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; or
 - 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 "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.



EXCLUSION - NUCLEAR ENERGY LIABILITY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. This insurance does not apply:

1. To any injury or damage:
 - a. With respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
3. Under any Medical Payments or Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
4. To any injury or damage resulting from the "hazardous properties" of "nuclear material"; if:
 - a. The "nuclear material":
 - (1) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (2) Has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time was possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by any insured of any "technology services" in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
 - d. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (d) applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion, the following definitions apply:

1. "Byproduct material", "source material" and "special nuclear material" have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
2. "Computer system and network" means:
 - a. Leased or owned computer hardware including mobile, networked, and data storage computing equipment;
 - b. Owned or licensed software;
 - c. Owned websites;
 - d. Leased or owned wireless input and output devices; and
 - e. Electronic backup facilities and data storage repositories employed in conjunction with 2.a. through 2.d. above.
3. "Hazardous properties" include radioactive, toxic or explosive properties.
4. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:



- (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste",
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
5. "Nuclear material" means "byproduct material", "source material" or "special nuclear material".
6. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
7. "Property damage" and injury or damage include all forms of radioactive contamination of property.
8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
9. "Technology services" means:
 - a. The following services performed for others:
 - (1) Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (2) Integration of systems;
 - (3) Processing of, management of, mining or warehousing of data;
 - (4) Administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 - (5) Website development; website hosting;
 - (6) Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 - (7) Manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (8) Design and development of: code, software or programming;
 - (9) Providing software application: services, rental or leasing;
 - (10) Screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 - (11) "Telecommunication services"; and
 - (12) "Telecommunication products".
 - b. Web-related software and connectivity services performed for others; and
 - c. Activities on the named insured's "computer system and network".
10. "Waste" means any waste material:
 - a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".



EXCLUSION – SILICA – BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

Silica

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following definition is added to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including, but not limited to, quartz.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION – LAWYERS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **B. EXCLUSIONS**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional legal services by a lawyer or by any other person performing such legal services.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional legal service described above.



UMBRELLA LIABILITY SUPPLEMENTAL POLICY

UMBRELLA LIABILITY SUPPLEMENTAL POLICY READ YOUR POLICY CAREFULLY

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UMBRELLA LIABILITY SUPPLEMENTAL POLICY

In this Supplemental Policy the words "you" and "your" refer to the Named Insured first shown in the Supplemental Policy Declarations and any other person or organization qualifying as a Named Insured under this Supplemental Policy. The words "we", "us" and "our" refer to the insurance company shown in the Supplemental Policy Declarations.

Other words and phrases that appear in quotation marks also have special meanings. Refer to Section **F. DEFINITIONS**.

IN RETURN FOR THE PAYMENT OF THE PREMIUM and in reliance upon the statements in the Supplemental Policy Declarations made a part hereof, and subject to all of the terms of this Supplemental Policy we agree with you as follows:

A. COVERAGES

1. Umbrella Liability Insurance

Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in Section **D. LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **B. INVESTIGATION, DEFENSE, SETTLEMENT**.

- b. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
- (1) The "bodily injury" or "property damage" occurs during the "policy period", or the "personal and advertising injury" is caused by an offense committed during the "policy period"; and
 - (2) Prior to the "policy period", no "insured" listed under Paragraph 1. of Section **C. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph 1. of Section **C. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for "damages" because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. Exclusions

This Supplemental Policy does not apply to:

a. Pollution

Any obligation:

- (1) To pay for the cost of investigation, defense or settlement of any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the "pollution hazard"; or
- (2) To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
 - (a) By reason of any such claim or "suit" or any such injury or damage; or
 - (b) In complying with any action authorized by law and relating to such injury or damage.

EXCEPTION

This exclusion does not apply:

- (a) To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- (b) To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Extension Schedule Of Underlying Insurance is in force and applicable to the "occurrence". In such event, any coverage afforded by this Supplemental Policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this Supplemental Policy. But, in the event that such valid and collectable "underlying insurance" is not maintained with limits of liability as set forth in the Extension Schedule Of Underlying Insurance, this Exception (b) does not apply.
- (c) Exception (b) also does not apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (i) That are, or that are contained in any property that is:
 - (aa) Being transported or towed by, or handled for movement into, onto or from, any "auto";
 - (bb) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (cc) Being stored, disposed of, treated or processed in or upon any "auto";
 - (ii) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
 - (iii) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
- (d) Paragraph (i) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:
 - (i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - (ii) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs f.(2) or f.(3). of the definition of "mobile equipment".
- (e) Paragraphs (c)(ii) and (c)(iii) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:
 - (i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
 - (ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Workers' Compensation And Similar Laws

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

d. Personal And Advertising Injury

"Personal and advertising injury".

(1) EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage



provided under this Supplemental Policy apply to any claim or "suit" to which "underlying insurance" does not apply. This **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule Of Underlying Insurance.

When this **EXCEPTION** applies, the insurance provided under this Supplemental Policy for "personal and advertising injury" will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

This **EXCEPTION** does not apply to:

(a) Aircraft (Unmanned Aircraft)

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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 "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this Paragraph **(a)** does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(i) Infringement, in your "advertisement", of:

(aa) Copyright;

(bb) Slogan; or

(cc) Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

(b) Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

e. Underlying Insurance

The amount of any injury or damage:

(1) Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its coverage part, policy, or endorsement; or

(2) For which damages would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

f. Aircraft (Other Than Unmanned Aircraft)

(1) "Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of any aircraft (other than "unmanned aircraft"):

(a) Owned by any "insured"; or

(b) Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") that is owned or operated by or rented or loaned to any "insured".



(2) This exclusion does not apply to aircraft (other than "unmanned aircraft") that is:

- (a) Hired, chartered or loaned with a paid crew; but
- (b) Not owned by any "insured".

(3) This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

g. Aircraft (Unmanned Aircraft)

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

h. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others, of any watercraft that is owned or operated by or rented or loaned to, any "insured".

This exclusion does not apply to:

(1) 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;

(2) "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or

(3) Any watercraft while ashore on premises owned by, rented to or controlled by you.

i. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to property you own.

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.



This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Expected Or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

p. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:

- (a) Employment by the "insured"; or
 - (b) Performing duties related to the conduct of the "insured's" business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

EXCEPTIONS:

This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

With respect to injury arising out of an "auto" covered under the applicable "underlying insurance," this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this exclusion, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury".

To the extent this exclusion does not apply, the insurance provided under this Supplemental Policy for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

q. Property Damage To Employee's Property

With respect to coverage afforded any of your "employees", "property damage" to property owned or occupied by or rented or loaned to:

- (1) That "employee";
- (2) Any of your other "employees";
- (3) Any of your partners or members (if you are a partnership or joint venture); or
- (4) Any of your members (if you are a limited liability company).

r. First-Party Auto Or Mobile Equipment Coverages

Any claim arising out of or relating to an "auto" or "mobile equipment" for:

- (1) Uninsured or underinsured motorists coverage;
- (2) Personal injury protection;

- (3) Auto medical payments coverage;
 - (4) First-party physical damage coverage; or
 - (5) Any similar no-fault coverage by whatever name called;
- unless this Supplemental Policy is endorsed to provide such coverage.

s. Employment Practices Liability

Any injury or damage to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person, as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (1)(b) or (1)(c) above is directed.
- (3) This exclusion applies:
 - (a) Whether the injury-causing event described in Paragraphs (1)(a), (1)(b) or (1)(c) above occurs before employment, during employment or after employment of that person;
 - (b) Whether the "insured" may be liable as an employer or in any other capacity; and
 - (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

t. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

u. Asbestos

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- (1) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- (2) Arise out of any request, demand, order, or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- (3) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

v. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of an "auto" or "mobile equipment" while being used in any:

- (1) Prearranged or organized racing, speed or demolition contest;
- (2) Stunting activity; or
- (3) Preparation for any such contest or activity.

w. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

- (1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets,



processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic 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.

However, unless Paragraph (1) above applies, this exclusion does not apply to "damages" because of "bodily injury".

x. Limited Underlying Coverage

Any injury, damage, loss, costs or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- (1) "Underlying insurance" provides coverage; but that
(2) Because of a provision within the "underlying insurance", such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" shown on the Extension Schedule Of Underlying Insurance.

y. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
(4) Any federal, state, or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

z. Nuclear Energy Liability Exclusion (Broad Form)

- (1) "Bodily injury" or "property damage":
(a) With respect to which an "insured" under this Supplemental Policy is also an "insured" under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
(ii) The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
(2) "Bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:
(a) The "nuclear material":
(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured"; or
(ii) Has been discharged or dispersed therefrom;
(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or



- (c) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

(3) As used in this exclusion:

"Property damage" includes all forms of radioactive contamination of property.

B. INVESTIGATION, DEFENSE, SETTLEMENT

1. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and for which no coverage is provided under any "underlying insurance" or for which the underlying limits of any "underlying insurance" have been exhausted solely by payments of damages because of "occurrences" during the "policy period"; we:
 - a. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this Supplemental Policy;
 - b. May make such investigation and settlement of any claim or "suit" as we deem expedient;
 - c. Will pay:
 - (1) All expenses incurred by us;
 - (2) All court costs taxed against the "insured" in any "suit" defended by us. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the "insured"; and
 - (3) All interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance;
 - (4) All premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an "accident" or traffic law violation arising out of the operation of any vehicle to which this Supplemental Policy applies, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, these bonds, whether the collateralization is characterized as premium or not;
 - (5) All reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured"; and the amounts incurred in Paragraph c. above, are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

We may pay any part or all of the "self insured retention" to pay a judgment or to effect settlement of a claim or "suit", and upon notification of the action taken, the "insured" shall promptly reimburse us for such amounts paid.

2. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" or "underlying insurance" made with our written consent.
3. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost or expenses incurred by any underlying insurer.

C. WHO IS AN INSURED

1. If you are designated in the Supplemental Policy Declarations as:



- a. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business, other than that described in b. through e. below, of which you are the sole owner.
 - b. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
 - c. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
 - e. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.
2. Each of the following is also an "insured":
- a. Your "volunteer workers" only while performing duties related to the conduct of your business or your "employees" other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:
 - (1) Within the scope of their employment by you or while performing duties related to the conduct of your business; and
 - (2) Only if such "volunteer workers" or "employees" are "insureds" in the "underlying insurance" with limits of liability at least as high as set forth in the Extension Schedule Of Underlying Insurance, subject to all the limitations upon coverage and all other policy terms and conditions of such "underlying insurance" and this Supplemental Policy.
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this insurance.
3. With respect to any "auto", any person or entity that qualifies as an insured under the "underlying insurance" is an "insured" under this Supplemental Policy, subject to all the limitations of such "underlying insurance".
4. With respect to "mobile equipment", any person is an "insured" while driving such equipment along a public highway 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 equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an "insured" with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an "insured" under this provision.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.
- However:
- 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;
 - b. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.



6. Each person or organization, not included as an "insured" in Paragraphs 1., 2., 3., 4., or 5., who is an insured in the "underlying insurance" is an "insured" under this Supplemental Policy subject to all the terms, conditions and limitations of such "underlying insurance".

With respect to any person or organization who is not an insured under "underlying insurance" but qualifies as an "insured" under this Supplemental Policy, coverage under this Supplemental Policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- a. Of the scope of coverage provided by the applicable "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this Supplemental Policy and any endorsements attached hereto; and
 - b. That such coverage provided by the applicable "underlying insurance" is maintained having limits as set forth in the Extension Schedule Of Underlying Insurance.
7. No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Supplemental Policy Declarations.

D. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Supplemental Policy Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. "Insureds";
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. Coverages under which "damages" are covered under this Supplemental Policy.
2. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":
 - a. Because of injury or damage included within the "products-completed operations hazard";
 - b. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
 - c. Because of "bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of any "auto".
3. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" included within the "products-completed operations hazard".
4. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
5. Subject to Paragraphs 2., 3., or 4. above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
6. If coverage provided to an additional insured under this Supplemental Policy is required by a written contract, written agreement or permit, the most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Supplemental Policy Declarations, whichever is less.

Such additional insured coverage provided by this Supplemental Policy will not be broader than coverage provided by the "underlying insurance".



7. Our obligations under this insurance, except for our obligations under the Cancellation and Nonrenewal Conditions, end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
8. The limits of this Supplemental Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Supplemental Policy Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

E. CONDITIONS

1. Premium

All premiums for this Supplemental Policy shall be computed in accordance with the Premium Section of the Supplemental Policy Declarations. The premium stated as such in the Supplemental Policy Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the end of the "policy period", the earned premium may be recomputed for such period, and upon notice thereof to the Named Insured first shown in the Supplemental Policy Declarations, shall become due and payable by such Named Insured. If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named Insured first shown in the Supplemental Policy Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us upon our request.

2. Inspection And Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

- a. Safe;
- b. Healthful; or
- c. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this Supplemental Policy, insofar as they relate to the subject matter of this Supplemental Policy.

3. Duties In The Event Of Occurrence, Claim Or Suit

- a. You, or any other "insured" under this Supplemental Policy must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this Supplemental Policy.

(1) This requirement applies only when such "occurrence" is known to any of the following:

- (a) You, or any other "insured" under this Supplemental Policy that is an individual;
- (b) Any partner, if you or any other "insured" under this Supplemental Policy is a partnership;
- (c) Any manager, if you or any other "insured" under this Supplemental Policy is a limited liability company;
- (d) Any "executive officer" or insurance manager, if you or any other "insured" under this Supplemental Policy is a corporation.
- (e) Any trustee, if you or any other "insured" under this Supplemental Policy is a trust; or
- (f) Any elected or appointed official, if you or any other "insured" under this Supplemental Policy is a political subdivision or public entity.

This duty applies separately to you and any other "insured" under this Supplemental Policy.

(2) To the extent possible, notice should include:

- (a) How, when and where the "occurrence" took place;
- (b) The names and addresses of any injured persons and witnesses; and

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

- b. If a claim is made or "suit" is brought against any "insured", you or any other "insured" under this Supplemental Policy must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us in writing as soon as practicable if the claim or "suit" is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.
- c. You or any other "insured" under this Supplemental Policy must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request in the enforcement of any right against any person or organization that may be liable to any "insured" because of injury or damage to which this Supplemental Policy or any "underlying insurance" or "self-insured retention" may also apply.
- d. No "insured" will, except at that "insured's" own cost, make or agree to any settlement for a sum in excess of:
 - (1) The total limits of "underlying insurance"; or
 - (2) The "self-insured retention" if no "underlying insurance" applies, without our consent.
- e. No "insured" will, except at that "insured's" own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

4. Assistance And Cooperation Of The Insured

The "insured" shall:

- a. Cooperate with us and comply with all the terms and conditions of this Supplemental Policy; and
- b. Cooperate with any of the underlying insurers as required by the terms and conditions of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this Supplemental Policy or any "underlying insurance".

5. Legal Action Against Us

No person or organization has a right under this Supplemental Policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- b. To sue us on this Supplemental Policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but, we will not be liable for damages that are not payable under the terms of this Supplemental Policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

6. Appeals

- a. In the event the "insured", or any insurers providing coverage to which this Supplemental Policy is excess, elects to appeal a judgment in excess of such "underlying insurance", any applicable self-insured retention, and any other valid and collectible insurance, we shall be liable, in addition to the applicable Limit of Insurance, to pay the premium on appeal bonds for that portion of the judgment in excess of the "underlying insurance", self-insured retention, and any other valid and collectible insurance and within the applicable limit of insurance under this Supplemental Policy, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, those bonds, whether the collateralization is characterized as premium or not.

However, if we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of this Supplemental Policy, then we will have no obligation to pay any premium on an appeal bond, and the "insured" or the "insured's" underlying insurers or both will bear:

- (1) The full cost and duty of obtaining any appeal bond; and
- (2) The taxable costs, disbursements and additional interest incidental to such appeal.

If the claim is settled for less than the judgment amount, we shall only be liable for that portion of the settlement that is in excess of any applicable "underlying insurance", self-insured retention, and any other valid and collectible insurance and within the applicable limit of this Supplemental Policy.

- b. If the "insured", or any insurers providing coverage to which this Supplemental Policy is excess, elect not to appeal a judgment in excess of such "underlying insurance", applicable self-insured retention, and any other valid and collectible insurance, then we shall have the right to pursue such appeal. In that case, if the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of such "underlying insurance", self-insured retention, and any other valid and collectible insurance, then we shall be liable, in addition to the applicable limit of insurance, for:
 - (1) All expenses incurred by us;
 - (2) All court costs taxed against the "insured" in connection with such appeal. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the "insured";
 - (3) All interest on the entire amount of the judgment which accrues after the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment which is within the limits of the "underlying insurance" self-insured retention, and any other valid and collectible insurance; and
 - (4) All premiums on appeal bonds for the amount of the judgment that is within the limits of any self-insured retention, "underlying insurance", and this Supplemental Policy, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, those bonds, whether the collateralization is characterized as premium or not;

7. Other Insurance

This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

- a. Primary;
- b. Contributing;
- c. Excess; or
- d. Contingent;

Provided that if such other insurance provides umbrella coverage in excess of "underlying insurance" or a self-insured retention, this Supplemental Policy shall contribute therewith with respect to "damages".

However, in the event that there is such other umbrella coverage available to cover such excess loss on an excess basis, we will pay only our share of the amount of such excess loss payable under this Supplemental Policy.

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the "insured" has rights to recover all or a part of any payment we have made under this Supplemental Policy, those rights are transferred to us. The "insured" must do nothing after a loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.
- b. Recoveries shall be applied to reimburse:
 - (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;



(2) Second, us, along with any other insurers with whom we participate in a loss on a quota share basis at the same layer;

(3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- c. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

9. Changes

This Supplemental Policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this Supplemental Policy, or stop us from asserting any rights under the terms of this Supplemental Policy.

The Named Insured first shown in the Supplemental Policy Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this Supplemental Policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Supplemental Policy.

10. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Supplemental Policy to the Named Insured first shown in the Supplemental Policy Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom claim is made or "suit" is brought.

11. Maintenance Of Underlying Insurance

Policies, endorsements, and coverage parts affording in total the coverage and limits stated in the Extension Schedule Of Underlying Insurance shall be maintained in full effect during the currency of this Supplemental Policy. Your failure to comply with the foregoing shall not invalidate this Supplemental Policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied with this Paragraph 11.

The Named Insured first shown in the Supplemental Policy Declarations shall give us written notice as soon as practicable of any of the following:

- a. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
- b. Termination of part or all of one or more of the policies, endorsements, or coverage parts of "underlying insurance";
- c. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this Supplemental Policy.

12. Cancellation

- a. The Named Insured first shown in the Supplemental Policy Declarations may cancel this Supplemental Policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
- b. We may cancel this Supplemental Policy by mailing or delivering to the Named Insured first shown in the Supplemental Policy Declarations at the address shown in the Supplemental Policy Declarations, written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.



- c. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named Insured first shown in the Supplemental Policy Declarations or by us will be equivalent to mailing.
- d. If the Named Insured first shown in the Supplemental Policy Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Supplemental Policy Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

13. Nonrenewal

- a. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Supplemental Policy Declarations, at the address shown in the Supplemental Policy Declarations, written notice of nonrenewal at least 30 days before the end of the "policy period".
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. If we offer to renew but such Named Insured does not accept, this Supplemental Policy will not be renewed at the end of the current "policy period".

14. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other "employee" arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other "employee" automatically terminates at the same time.

15. Bankruptcy Or Insolvency Of Insured

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this Supplemental Policy.

16. Representations Or Fraud

By accepting this Supplemental Policy, you agree:

- a. The statements in the Supplemental Policy Declarations are accurate and complete;
- b. The statements in the Extension Schedule Of Underlying Insurance are accurate and complete;
- c. The statements in **a.** and **b.** are based upon representations you made to us;
- d. We have issued this Supplemental Policy in reliance upon your representations; and
- e. This Supplemental Policy is void in any case of fraud by you as it relates to this Supplemental Policy or any claim under this Supplemental Policy.

F. DEFINITIONS

Except as otherwise provided in this Section or amended by endorsement, the words or phrases that appear in quotation marks within this Supplemental Policy shall follow the definitions of the applicable "underlying insurance".

- 1. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
- 3. "Covered pollution cost or expense":
 - a. Means any cost or expense arising out of:
 - (1) Any request, demand or order; or

- (2) Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- b. Does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
 - (b) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (c) Being stored, disposed of, treated or processed in or upon any "auto"; or
 - (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
 - (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
- c. Paragraph (1)(a) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:
- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs f.(2) or f.(3) of the definition of "mobile equipment".
- d. Paragraphs b.(1)(b) and b.(1)(c) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:
- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
4. "Damages" means a monetary award, monetary settlement or monetary judgment. "Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.
- a. The following are not considered "damages" and are not covered by this Supplemental Policy:
- (1) Fines, penalties, sanctions or taxes;
 - (2) Attorney's fees and costs associated with any non-monetary relief awarded against the "insured"; or
 - (3) Any monetary award, monetary settlement or monetary judgment for which insurance is prohibited by the law(s) applicable to the construction of this Supplemental Policy.
5. "Hazardous properties" include radioactive, toxic or explosive properties.
6. "Insured" means any person or organization qualifying as an "insured" in the applicable Who Is An Insured provision of this Supplemental Policy, including any additional insured added by endorsement. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under Section **D. LIMITS OF INSURANCE**.
7. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

- 8. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- 9. "Nuclear material" means source material, special nuclear material or by-product material.
Source material, special nuclear material and by-product material have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 10. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 11. "Occurrence" means:
 - a. With respect to "bodily injury" or "property damage", an "accident", including continuous or repeated exposure to substantially the same general harmful conditions; and
 - b. With respect to "personal and advertising injury", an offense described in the definition of "personal and advertising injury" in the "underlying insurance".



12. "Policy period" as used in this Supplemental Policy means the period beginning with the effective date stated as such in the Supplemental Policy Declarations and ending with the earlier of:
- The date of cancellation of this Supplemental Policy; or
 - The expiration date stated as such in the Supplemental Policy Declarations.
13. "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:
- Pollutants;
 - Contaminants;
 - Irritants; or
 - Toxic substances;
- including smoke, vapors, soot, fumes, acids, alkalis, chemicals, or waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned, or reclaimed.
14. "Self-insured retention" means the amount stated as such in the Supplemental Policy Declarations which is retained and payable by the "insured" with respect to each "occurrence".
15. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
16. "Underlying insurance" means the insurance policies, coverage parts, and endorsements listed in the Extension Schedule Of Underlying Insurance, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule Of Underlying Insurance.
- The limits of "underlying insurance" include:
- (1) Any applicable deductible amount;
 - (2) Any participation of any "insured"; and
 - (3) Any applicable self-insured retention;
- Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this Supplemental Policy. The coverages and limits of such policies, coverage parts, and endorsements and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:
- (1) Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy, coverage part, or endorsement; or
 - (2) The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".
- The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.
17. "Waste" means any waste material:
- Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".



AMENDMENT OF UMBRELLA CONDITIONS - FLORIDA

This endorsement modifies insurance provided under the

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following changes are made to Section **E.**, **CONDITIONS**:

1. Paragraphs **3.b.** and **3.c.** are deleted and replaced with the following:
 - b. If a claim is made or "suit" is brought against any "insured", you or any other "insured" under this Supplemental Policy must:
 - (1) Record, as soon as practicable, the specifics of the claim or "suit" and the date received; and
 - (2) Notify us in writing as soon as practicable if the claim or "suit" is likely to exceed the amount of the "self insured retention" or "underlying insurance", whichever applies.
 - c. You or any other "insured" under this Supplemental Policy must:
 - (1) Send us copies, as soon as practicable, of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request in the enforcement of any right against any person or organization that may be liable to any "insured" because of injury or damage to which this Supplemental Policy or any "underlying insurance" or "self-insured retention" may also apply.
2. Paragraph **12.b.** is deleted and replaced by the following:
 - b. **Cancellation Of Policies In Effect**
 - (1) **For Policies in Effect 90 Days or Less**

If this Supplemental Policy has been in effect for 90 days or less, we may cancel this Supplemental Policy by mailing or delivering to the First Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

 - (a) 10 days before the effective date of cancellation if we cancel for non payment of premium; or
 - (b) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (i) A material misstatement or misrepresentation; or
 - (ii) A failure to comply with underwriting requirements established by the insurer;
 - (2) **For Policies In Effect For More Than 90 Days**

If this Supplemental Policy has been in effect for more than 90 days, we may cancel this Supplemental Policy only for one or more of the following reasons:

 - (a) Nonpayment of premium;
 - (b) The policy was obtained by a material misstatement;
 - (c) Failure to comply with underwriting requirements established by insurer within 90 days of the effective date of coverage;
 - (d) A substantial change in the risk covered by the Supplemental Policy; or
 - (e) The cancellation is for all insureds under such policies for a given class of insureds.



(3) If we cancel this Supplemental Policy for any of the reasons in (2) above, we will mail or deliver to the First Named Insured(s) written notice of cancellation accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment; or

(b) 45 days before the effective date of cancellation if we cancel for any of the reasons stated in Paragraph (2)(b) through (2)(e).

3. Paragraph 12.d. is deleted and replaced by the following:

d. If this Supplemental Policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Supplemental Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will refund any premium within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of your audit. The cancellation will be effective even if we have not made or offered a refund.

4. Paragraph 13., **Nonrenewal** is deleted and replaced by the following:

Nonrenewal

a. If we decide not to renew this Supplemental Policy we will mail or deliver to the First Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this Supplemental Policy.

b. Any notice of nonrenewal will be mailed or delivered to the First Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The following changes are made to Section F., **Definitions**:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph A.2., Exclusions:

Absolute Lead Exclusion

This Supplemental Policy does not apply to:

- (1) Any injury, damage, loss, costs or expense, including, but not limited to, "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, the "lead hazard."
- (2) Any "damages", judgments, settlements, loss costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of, or would not have occurred, in whole or in part, but for the "lead hazard"; or
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any "insured" or others:
 - (i) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of a "lead hazard"; or
 - (ii) As a result of such effects, repair, replace or improve any property; or
 - (c) Arise out of any claim or any suit for "damages" because of:
 - (i) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of a "lead hazard"; or
 - (ii) As a result of such effects, the repair, replacement, or improvement of any property.

B. The following is added to Section F. DEFINITIONS:

"Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead, and includes the mere presence or suspected presence of lead in any form or combination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION - SILICA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph **A.2., Exclusions:**

Exclusion – Silica

This Supplemental Policy does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following definition is added to Section **F. DEFINITIONS:**

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including but not limited to quartz.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION - AUTO

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following is added to Paragraph **A.2., Exclusions**:

Exclusion - Auto

This Supplemental Policy does not apply to liability arising out of the:

- (1)** Ownership;
- (2)** Operation;
- (3)** Maintenance;
- (4)** Use;
- (5)** Entrustment to others; or
- (6)** Loading or unloading;

Of any "auto."

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 in the injury or damage involved the ownership, maintenance, use, entrustment to others, or loading or unloading of any "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION – CARE, CUSTODY OR CONTROL OF PERSONAL PROPERTY

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following is added to Paragraph **A.2., Exclusions**:

Exclusion – Care, Custody or Control of Personal Property

This Supplemental Policy does not apply to "property damage" to personal property:

- (1) Rented to;
- (2) Used by; or
- (3) In the care, custody or control;

Of any "insured" or as to which any "insured" is for any purpose exercising physical control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION – CARE, CUSTODY OR CONTROL OF REAL PROPERTY

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following is added to Paragraph **A.2., Exclusions**:

Exclusion – Care, Custody or Control of Real Property

This Supplemental Policy does not apply to "property damage" to real property:

- (1) Owned by;
- (2) Occupied by;
- (3) Rented to; or
- (4) In the care, custody or control;

Of any "insured" or as to which any "insured" is for any purpose exercising physical control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION – LAWYERS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following exclusion is added to Section **A. COVERAGES**, Paragraph **2. Exclusions**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional legal services by a lawyer or by any other person performing such legal services.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described above.

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.



COMMON POLICY CONDITIONS

DECLARATIONS AND COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY

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COMMON POLICY CONDITIONS

All coverages of this Policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this Policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.
Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for,
within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
 - (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owed and have been outstanding for more than one year following the date due. This provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
 - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



B. CHANGES

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to the Policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this Policy.

H. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the Policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this Policy in force by paying a continuation premium for each successive policy period. The premium must be:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this Policy will expire on the first anniversary date that we have not received the premium.

- 4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

I. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

- 1. Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
- 2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.


J. PREMIUM AUDIT

- 1. We will compute all premiums for this Policy in accordance with our rules and rates.
- 2. The premium amount shown in the Declarations is a deposit premium only. At the close of each policy period, we may do an audit to compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- 3. The first Named Insured must maintain all records related to the coverage provided by this Policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

K. PAYMENT OF PREMIUMS

If your initial premium payment is by check draft, electronic funds transfer, credit card, debit card, or any other form of remittance, coverage under the Policy is conditioned on payment to us by the financial institution. If the financial institution does not honor such remittance upon presentment, this policy may, at our option, be deemed void from its inception.

Our President and Secretary have signed this Policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.


Lisa Levin, Secretary


Douglas Elliot, President



FLORIDA CHANGES – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following applies to Section A. CANCELLATION:

1. Paragraph 2. is deleted and replaced with the following:

a. Cancellation Of Policies In Effect For 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by the insurer.

b. Cancellation Of Policies In Effect For More Than 90 Days

- (1) If this Policy has been in effect for more than 90 days, we may cancel this Policy only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) The Policy was obtained by a material misstatement;
 - (c) In the event of failure to comply within 90 days after the effective date of coverage with underwriting requirements established by us before the effective date of coverage;
 - (d) A substantial change in the risk covered by the Policy; or
 - (e) The cancellation is for all insureds under such policies for a given class of insureds.
- (2) If we cancel this Policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph A.1.b.

2. Paragraph 3. is deleted and replaced by the following:

We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

3. Paragraph 5. is deleted and replaced by the following:

If this Policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be prorata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



B. The following provision is added:

NONRENEWAL

1. If we decide not to renew this Policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration date of the Policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



IMPORTANT NOTICE FOR FLORIDA POLICYHOLDERS

If you would like to present inquiries or obtain information about coverage or obtain assistance in resolving a complaint, please contact YOUR HARTFORD AGENT, or you may contact The Hartford at the number stated below.

SERVICING OFFICE:

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

THE HARTFORD COMPANY: NORTHEAST AGENCIES INC/PHS

Written correspondence is preferable so that a record of your inquiry is maintained.

PLEASE BE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

POLICY NUMBER: 01 SBU AK9UF9

SCHEDULE

Terrorism Premium:

\$8

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to terrorism coverage is shown in the above Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 80% of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA, exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by any pollution, pathogenic, nuclear hazard or war exclusions.

F. All other terms and conditions remain the same.



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

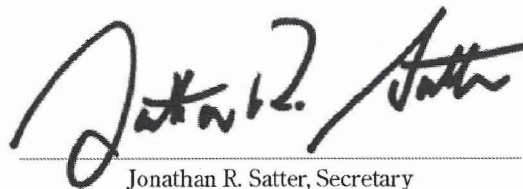
Minority Business Certificate

State of Florida

Minority Business Certification

Michael Garcia, PA.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/16/2021 to 03/16/2023



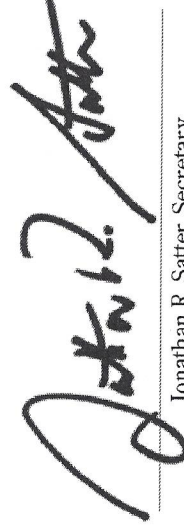
Jonathan R. Satter, Secretary
Florida Department of Management Services

State of Florida

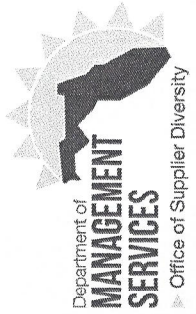
Minority Business Certification

Michael Garcia, PA.

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03/16/2021 to 03/16/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services



21-09L - Legal Services

Opening Date: March 11, 2021 6:00 PM

Closing Date: March 29, 2021 3:00 PM

Vendor Details

Company Name: Michael Garcia, PA
888 SE 3rd Avenue
Address: Fort Lauderdale, florida 33316
Contact: michael garcia
Email: michael@garciapa.com
Phone: 954-703-6202
Fax: --6202
HST#:

Submission Details

Created On: Monday March 29, 2021 14:04:10
Submitted On: Monday March 29, 2021 14:53:11
Submitted By: michael garcia
Email: michael@garciapa.com
Transaction #: b93b8cd0-708b-496f-b1c8-aad0097414ed
Submitter's IP Address: 98.203.126.145

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Rate

Please provide the hourly rate which your firm will use as the base rate for services provided under any Agreement entered into as a result of this Request for Letters of Interest. Respondent may add up to 6 additional supplemental rates, however, Line Item 1 will be the primary rate used in the evaluation of responses.

Line Item	Hourly Rate *
1	225.00

Bid Questions

Is your firm a Local Broward County Certified Business Enterprise (CBE) Vendor? If so upload proof under Document Upload 6

I am certified with the State of Florida.

Is your firm a Local Tamarac Vendor? If so upload proof under Document Upload 7

NONE

Specifications

Scrutinized Companies

I certify that my company will not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes <input type="radio"/> No	*

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *		
<input checked="" type="radio"/> Yes		*
<input type="radio"/> No		

PROPOSER'S QUALIFICATION STATEMENT - 1

Line Item	The Correct Name of The Proposer Is:	The Address of the Principal Place of Business Is: *	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any government al entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other government al entity? *
1	Michael Garcia	888 SE 3rd Avenue, Ste 400-D Fort Lauderdale, Fl 33316	None	NO	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	NONE	None of the Above	<input type="radio"/> Yes <input checked="" type="radio"/> No

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 2

Line Item	Date of Incorporation: *	State of Incorporation	Presidents Name *	Vice President's Name:	Secretary's Name:	Treasurer's name	Name and address of Resident Agent:	If Offeror is an individual or a partnership - c) State whether general or limited partnership:	If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.	How many years has your organization been in business under its present business name
1	9/2015	Florida	Michael Garcia	None	None	NONE	MICHAEL GARCIA	pa	NONE	5

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 3

Line Item	Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or state registration. See Document Upload 5) *	Have you personally inspected the site of the proposed work? (If Applicable to this Proposal)	Do you have a complete set of documents, including drawings and addenda? *	Did you attend the Pre-Proposal Conference if any such conference was held?	Have you ever failed to complete any work awarded to you? If so, state when, where and why: *	List the pertinent experience of the key individuals of your organization *	State the name of the individual who will have personal supervision of the work: *	State the name and address of attorney, if any, for the business of the Offeror: *	State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:	State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:
1	93749	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO	6	6	SEE RESPONSE	NONE	mICHAEL gARCIA

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 4

Line Item	State the name of Surety Company which will be providing the bond, and name and address of agent: *	Bank References: (Include the Name, Address, Phone Number, Contract Name and Email	State the name of the firm preparing the financial statement and date thereof:	Is this financial statement for the identical organization named on page one? *	If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).	
1	none	Bank of Amercia	FL	<input checked="" type="radio"/> Yes <input type="radio"/> No	NONE	*

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
CORPORATION	Michael Garcia	888 Se 3rd Avenue, Suite 400D, Fort Lauderdale, FL 33316	9547036202	fort lauderdale	fl	33316	93749	47489399	michael@garcia pa.com

VENDOR OWNERSHIP

Line Item	Does your firm employ more than 50 persons (including full-time and part-time employees) *	Is your firm a construction firm? *	If you are a construction firm, is the average annual gross revenue for your firm for the past three (3) years greater than \$9 million?	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the primary owner's veteran status (at least 51% ownership): *	If your firm has been certified as a Small Business (SBE), a Women Owned Business (WBE), a Minority Owned Business (MBE) or a Veteran Owned Business (VBE), please indicate the agency or agencies that have granted the certification to your firm. (If you choose "other" please indicate the name or names of the certifying agency(ies)): *
1	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Male	Hispanic/Latino	Non-Veteran	State of Florida

Local, Veteran and CBE Information

Line Item	Is the primary address of your firm located with the City limits of Tamarac *	Which of following best describes the primary owner's veteran status? *	Is your firm a Broward County Certified Business Enterprise (CBE) Certified by Broward County? (*NOTE Proof of Certification must be included in Document Upload Section) *	
1	<input type="radio"/> Yes <input checked="" type="radio"/> No	Non-Veteran	<input type="radio"/> Yes <input checked="" type="radio"/> No	*

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")	
1	Male	Hispanic/Latino	Small Business Enterprise (SBE)	State of Florida	None	*

E-VERIFY

E-VERIFY

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By acknowledging below, the Vendor confirms these terms shall be an integral part of its bid and the Contract.

I Hereby Acknowledge the E-VERIFY Information Below and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes <input type="radio"/> No	*

By execution of this Agreement, Contractor certifies that the Contractor will comply with all requirements outlined above for E-VERIFY

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *
1	SEE RESPONSE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE
2	SEE RESPONSE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE
3	SEE RESPONSE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE
4	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE
5	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE	SEE RESPOSNE

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [NON-COLLUSIVE AFFIDAVIT & ACKNOWLEDGEMENT](#) - Non-Collusive Affidavit.pdf - Monday March 29, 2021 14:24:02
- [Certified Resolution](#) - Certified Resolution[120423].pdf - Monday March 29, 2021 14:24:42
- [W9](#) - W-9.pdf - Monday March 29, 2021 14:25:07
- [Certificate of Insurance \(COI\)](#) - insurance.pdf - Monday March 29, 2021 14:31:02
- [Narrative Response](#) - Final Package.pdf - Monday March 29, 2021 14:11:34
- [Proof that Proposer is a Broward Co. Certified Bus. Entity \(CBE\)](#) - Minority Certificate.pdf - Monday March 29, 2021 14:25:22
- Proof the Respondent is a Local Tamarac Vendor (optional)

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Responding firms including but not limited to Invitations for Bid, Requests for Quotation and Requests for Proposal or Requests for Qualifications. As such the words "quotation", "bid", "proposal", "submittal", "response" or "solicitation" may be used interchangeably in reference to all offers submitted by prospective Responding firms. Any and all special conditions which may be provided in this RFQ, and Statement of Work or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Statement of Work, then the General Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Quoting firm to comply with the conditions, terms, specifications and requirements of the proposal shall be just cause for cancellation of the bid award. The City may, by written notice to the Responding firm, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: This agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

3. ASSIGNMENT

The Responding firm shall not transfer or assign the performance required by this RFQ without the prior written consent of the City. Any award issued pursuant to this RFQ and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

4. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

6. OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the Responding firm of supplying such product(s) as specified.

7. INSURANCE REQUIREMENTS

Except for contract requirements where goods are drop-shipped to the City, responding firm agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Responding firm shall obtain at Responding firm's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Responding firm shall indemnify and save the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - \$1M/\$2M
- Automobile – \$1M/\$1M
- Workers Comp – Statutory
- Professional Liability - \$1M

The City reserves the right to require higher limits depending upon the scope of work under this Agreement that may be outlined below.

Neither Responding firm nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Responding firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

The Responding firm's liability insurance policies shall be endorsed to add the City of Tamarac as "additional insured". The Responding Firm's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Responding firm shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Responding firm purchase a bond to cover the full amount of the deductible or self-insured retention. If the Responding firm is to provide professional services under this Agreement, the Responding firm must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. A sample Insurance certificate validating that the responding firm has the required insurance coverage that will meet the requirements outlined herein must be uploaded with Responding firm's bid.

8. INDEMNIFICATION

The Responding firm shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Responding firm or its Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

9. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

11. SCRUTINIZED COMPANIES

By execution of this RFQ, respondent certifies that respondent is not participating in a boycott of Israel. Respondent further certifies that Respondent is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has respondent been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

12. RECORDS/AUDITS

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- Keep and maintain public records required by the City to perform the service;
- Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

13. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

14. E-VERIFY COMPLIANCE

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

15. CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Michael Garcia, President, Michael Garcia, PA
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
21-09L -- Legal Services Addendum #1 Mon March 22 2021 04:00 PM	<input checked="" type="checkbox"/>	2

Rate

<u>Line</u>	
<u>Item</u>	<u>Hourly Rate</u>
1	225.00
2	
3	
4	
5	
6	
7	