



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2024

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

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

PRODUCER PCF Insurance Services 2745 West 600 North Suite 500 Lindon UT 84042	CONTACT NAME: LANA MAWHINNEY	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (385)273-2270	E-MAIL ADDRESS: lanam@ubinsurance.com	
INSURED Calo Programs Holdings LLC and Change Academy at Lake of the Ozarks, LLC 3133 W Frye Road, Suite 525 Chandler AZ 85226	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nationwide Mutual Ins Company		23787
	INSURER B: Nationwide / Allied Insurance		10127
	INSURER C: Alaska National Ins Co		38733
	INSURER D: Old Republic Insurance Co		24147
	INSURER E: Coalition Insurance Company		29530
INSURER F: General Star Indemnity Co		37362	

COVERAGES

CERTIFICATE NUMBER: CL24111884197

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		ACP3059244129 States of AZ,CA,CO, MO,MT,OR TX,UT	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
B	<input checked="" type="checkbox"/> Prof Liability Claims Made			MPA00000409BQ - States of GA,MD,NC,PA,TN,VA,WI			MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability Aggregate \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			ACP3059244129	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BI/PD/Comp/Coll Ded \$ 5,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS Uninsured Motorist						<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			ACP3059244129 GL, EL, EBL Only	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 GL/EL/EBL Only \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			23JWS13087 - States AZ,CA,CO,FL, IL,LA,MO,MT,OR,TX,UT	10/7/2024	10/7/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC318023 - States GA,IA,IN, MD,MI,NC,NY,PA			E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property \$10,000 Deductible			ACP3059244129	6/15/2024	6/15/2025	Blanket Bldg/Cnts \$90,718,435
B	and 1 % Wind			MPA000004098BQ	6/15/2024	6/15/2025	Blanket Business Interruption \$15,000,000

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

Carrier E - Cyber Liability - Policy# C-4LR2-CYBER-2024 \$5,000,000 Aggregate Limit Per Claim Deductible \$50,000. Excess Sexual Abuse and Molestation coverage for the following Named Insureds is effective 06/15/24 to 6/15/2025 Limit \$5,000,000 Per Occurrence / \$5,000,000 Aggregate - Lloyds of London - Policy #W37853240101 Retroactive Date 6-15-2018. Excess Professional Liability coverage for the following Named Insureds is effective 6/15/2024 to 6/15/2025 - Limit.5,000,000 Per Claim / \$5,000,000. Aggregate - Carrier F - Policy #IKG929928 - Retroactive Date 6-15-2018.

CERTIFICATE HOLDER

CANCELLATION

Mount Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE LANA MAWHINNEY / UBILM1 <i>Mawhinney Lana</i>

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ACORD 25 (2014/01)

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INS025 (201401)

COMMENTS/REMARKS

Crime Carrier Great American Insurance Company NAIC 16691 6-15-24 to 6-15-25 \$1,000,000
Limit \$10,000 Deductible

Additional Named Insureds:

Calo Programs Missouri, Inc. Calo Young Adults - Winchester LLC
Change Academy at Lake of the Ozarks, LLC
DC Metro Behavioral Health Services, LLC
Doorways, LLC
Dragonfly Programs, LLC
NVW Newco, LLC dba New Vision Wilderness
Solacium Alldredge LLC
Solacium Equine, LLC
Solacium Fulshear, LLC
Solacium Holdings, LLC
Solacium Outpatient Therapy Services, LLC
Solacium New Haven, LLC
Solacium Real Estate Holdings, LLC
Solacium Sunrise, LLC
InnerChange Blocker Corporation
InnerChange Chrysalis, LLC
InnerChange Holdings, LLC
InnerChange Lakehouse, LLC
InnerChange OPI, LLC
InnerChange Vive, LLC

Mt. Diablo Unified School District and its officials, agents and employees are listed as
Additional Insured.

Blanket Additional Insured and Waiver of Subrogation applies as required by written
contract

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY ENHANCEMENT: HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such other more specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Additional Insured – As Required by Contract	Included	7
Additional Insured – Broad Form Vendors	Included	5
Additional Insured – Funding Source	Included	4
Additional Insured – Grantor of Franchise	Included	6
Additional Insured – Grantor of Permits	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Lessors Of Leased Equipment – Automatic Status When Required In Lease Agreement With You	Included	4
Additional Insured – Managers, Landlords, Or Lessors Of Premises	Included	4
Additional Insured – Medical Directors And Administrators	Included	4
Additional Insured – State Or Political Subdivision	Included	5
Broadened Definition Of Bodily Injury	Includes Mental Anguish	9
Damage To Premises Rented To You	\$1,000,000 (Includes Expanded Perils)	8
Damage To Property You Own, Rent, Or Occupy	\$50,000	2
Duties In The Event Of Occurrence, Claim Or Suit	Included	8
Employee Indemnification Defense Coverage For Employee	\$25,000	3
Extended Property Damage	Included	3
Key And Lock Replacement -Janitorial Services Client Coverage	\$15,000	2
Liberalization	Included	8
Limited Rental Lease Agreement Contractual Liability	\$100,000	3
Medical Payments	\$20,000	3
Medical Payments – Athletic Activities	Amended	3
Medical Payments – Extended Reporting Period	3 Years	3
Named Insured – Broadened Named Insured	Included	3
Named Insured – Newly Acquired	Included	3
Non-Owned Watercraft	Less than 58 feet	2
Personal And Advertising Injury – Includes Abuse Of Process And Discrimination	Included	9
Supplementary Payments – Bail Bonds	\$7,500	3
Supplementary Payments – Loss Of Earnings	\$1,500 per day	3
Transfer Of Rights Of Recovery Against Other To Us	Clarification	8
Unintentional Failure To Disclose A Hazard	Included	8

A. Key and Lock Replacement – Janitorial Services Client Coverage

1. We will pay for the cost to replace keys and locks at the “client’s” premises due to theft or other loss to keys entrusted to you by your “client”, up to a \$15,000 limit per occurrence/\$15,000 policy aggregate.
2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.
3. The following, when used in this coverage only, are defined as follows:
 - a. “Employee” means:
 - (1) Any natural person:
 - (a) While in your services or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent “employee” as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
while that person is subject to your direction and control and performing services for you.
 - (3) “Employee” does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any “manager”, director or trustee except while performing acts coming within the scope of the usual duties of an “employee”.
 - b. “Manager” means a person serving in a directorial capacity for a limited liability company.

B. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

1. Exclusion **a. Expected or Intended Injury** is deleted and replaced with:

a. “Bodily injury” or “property damage” expected or intended from the stand point 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.

2. Exclusion **g. Aircraft, Auto or Watercraft** Paragraph (2) is deleted and replaced with:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. Exclusion **j.** is amended as follows:

(a) Exclusion **j.(1)** is deleted and replaced with:

- (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, unless the damage to property is caused by your “client”, in such case we will provide coverage for such “property damage” for which you are legally obligated to pay up to a \$50,000 limit per “occurrence”. This limit is the only limit of insurance for such “property damage” and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit.

Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

4. The following is added to Paragraph (2) of Exclusion **b. Contractual Liability** of **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, under Subsection 2. Exclusions:**

We agree to indemnify the Named Insured for their liability assumed in a contract or agreement

regarding the rental or lease of a premises on behalf of their "client", up to \$100,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your "client" whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the "client".

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

5. The last Paragraph of Subsection **2. Exclusions** is replaced by the following:

If damage by fire to premises rented to you is not otherwise excluded, exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

C. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS

1. If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:
 - a. The Medical Expense Limit shown on the Declarations is deleted and replaced by \$20,000. \$20,000 is the only limit of insurance for Medical Expenses and this limit will not be combined with any other limit of insurance.
 - b. Subsection **1. Insuring Agreement**, Paragraph **a.(3)(b)** is replaced by:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
2. Subsection **2. Exclusions**, is amended as follows:
 - a. Exclusion **a. Any Insured** is deleted and replaced with:
 - a. **Any Insured**
To any insured, except "volunteer workers" or an insured as provided in **e. Athletic Activities** below.

- b. Exclusion **e. Athletics Activities** is deleted and replaced with:

e. Athletic Activities

To a person injured while practicing or participating in any physical exercises or games, sports or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any of the activities otherwise excluded by this provision.

- D. SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

1. **1. b.** is replaced with:
 - b. Up to \$7,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. **1. d.** is replaced with:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the "suit", including actual loss of earnings up to \$1,500 a day because of time off from work.
3. The following provision is added:

We will reimburse you for defense costs that you incur in the defense of an "employee" who is directly involved in a criminal proceeding that arises out of such "employee's" acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business and which would otherwise be covered by this insurance.

The most we will reimburse you for defense costs that you incur in the defense of an "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all "employees", regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

- E. SECTION II WHO IS AN INSURED** is amended as follows:

1. If coverage for a newly acquired or formed organization is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is replaced with:
 - a. Coverage under this provision is until the end of the policy period during which you acquired or formed the organization;
2. The following is also an insured:

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage (whether through ownership of voting securities, by contract, or otherwise) on the effective date of this policy. However, coverage does not apply to any organization or

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subsidiary not named in the Declarations as a Named Insured, if they are also insured under another similar policy, or would have been insured but for such policy's termination or the exhaustion of its limits of insurance.

3. Each of the following is also an additional insured:

a. Medical Directors and Administrators – Your medical directors and administrators but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services as a physician or psychiatrist in the treatment of a patient.

b. Funding Source – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to lease or occupy that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

c. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled.

d. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

e. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You - Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have

agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

f. Grantors of Permits – Any state or governmental agency or subdivision or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

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

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

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- g. State or Political Subdivision – Any state or political subdivision with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability with respect to on-going operations performed by you or on your behalf for which the state or political subdivision has issued a permit or license.

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the state or political subdivision; or
2. “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

The insurance provided to such additional insured state or political subdivision by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

1. If specifically required by the written contract or agreement referenced above, any coverage provided by this Subsection g. to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

2. Even if the requirements of Paragraph 1. immediately above are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

- h. Broad Form Vendors – Any person(s) or organization(s) which or who is or are a vendor of “your products” with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

1. “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranty unauthorized by you;
3. Any physical or chemical change the vendor intentionally made to the product;
4. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
5. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
6. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
7. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8. "Bodily injury" or "property damage" arising out of the negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf and which was not caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Subparagraphs 4. or 6.; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

The insurance provided to such additional insured vendor by this endorsement is further limited as follows:

- 1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
- 2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above in the first paragraph of this Subsection h., whichever is less.

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

Other Insurance

- 1. If specifically required by the written contract or agreement referenced above in the first paragraph of this Subsection h., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be

excess over any other valid and collectible insurance available to the additional insured.

- 2. Even if the requirements of Paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

- i. Grantor of Franchise – Any person(s) or organization(s) with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability as grantor of a franchise to you.

The insurance provided to such additional insured franchisor by this endorsement is further limited as follows:

- 1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
- 2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

- 1. If specifically required by the written contract or agreement referenced above in the first paragraph of this Subsection i., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of Paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage

will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

- j. As Required by Contract – Any person or organization for whom “you” are performing operations, or to whom you are leasing, subleasing or otherwise entrusting the use or occupancy of premises owned by or rented to “you”, only as specified under a written contract, lease, sublease or agreement that requires that such person or organization be added as an additional insured on “your” policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the “Named Insured” or the acts or omissions of those acting on your behalf in the performance of the “Named Insured’s” ongoing operations for the additional insured or in connection with such premises owned by or rented to a “Named Insured”, but in both instances only as specified under the written contract, lease, sublease or agreement. A person’s or organization’s status as an additional insured under this endorsement ends the earlier of when “your” on-going operations for that additional insured are completed or when “you” no longer are contractually required to include such person or organization as an additional insured under “your” policy.

The insurance provided to an additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the “Named Insured” to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.

2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in the first Paragraph of this Subsection j., whichever is less.

With respect to the insurance afforded to an additional insured under this Subsection j., the following exclusions are added:

1. This insurance does not apply if the written contract, lease, sublease or agreement referenced in the first Paragraph of this Subsection j. above was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
2. This insurance does not apply to the additional insured’s liability to indemnify, defend or hold harmless a third party.
3. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” for which the additional 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 that the additional insured would have in the absence of the contract or agreement.
4. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or, surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
5. “Bodily injury” or “property damage” occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (b) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or

subcontractor engaged in performing operations for a principal as a part of the same project.

Other Insurance

1. If specifically required by the written contract, lease, sublease or agreement referenced in the first Paragraph of this Subsection j. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract, lease or sublease does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of Paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

Definitions

Solely for purposes of the insurance afforded to an additional insured by this endorsement:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

F. SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 6 is replaced with:
 6. Subject to 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or in the case of damage by fire while rented to or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

However, if damage by fire to premises rented to you is not otherwise excluded, the word fire in the above paragraph is replaced with fire, lightning, explosion, smoke or sprinkler leakage.

G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended as follows:
 - a. The following is added to Paragraph a.:
However, this condition only applies when the "occurrence" or offense is known to:
 - i. You, if you are an individual;
 - ii. A partner, if you are a partnership; or
 - iii. An executive officer or insurance manager, if you are a corporation.
 - b. The following is added to Paragraph b.:
However, this condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - i. You, if you are an individual;
 - ii. A partner, if you are a partnership; or
 - iii. An executive officer or insurance manager, if you are a corporation.
2. Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, Item (1)(a)(ii) is replaced by the following if damage to premises rented to you is not otherwise excluded:
 - (ii) That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.
3. Subsection 6. **Representations** is amended to include:
 - d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.
4. Subsection 8. **Transfer of Rights of Recovery Against Others to Us** is amended to include:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.
5. The following condition is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state, provided that this implementation date falls within 45 days prior to or during the policy period stated in the Declarations.

H. SECTION V – DEFINITIONS is amended as follows:

1. Paragraph 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily Injury":

- a. Means bodily injury, sickness, or disease sustained by a person and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

2. If damage by fire to premises rented to you is not otherwise excluded, Paragraph 9. "Insured Contract", Item a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";

3. Paragraph 14. "Personal and Advertising Injury" is amended as follows:

- a. Item b. is deleted and replaced with the following:
 - b. Malicious prosecution or abuse of process;
- b. Item h. is added:
 - h. "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:
 - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (a) Any insured; or

- b. Any executive officer, director, stockholder, partner or member of the insured; or

- (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
- (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling

This coverage does not apply to fines or penalties imposed because of discrimination.

4. "Client" as used in this endorsement means:
- a. An individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services; or
 - b. A person under your direct care and supervision for whom you are providing goods and/or services.

All terms and conditions of this policy apply unless modified by this endorsement.