

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/4/2025

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

lf	IPORTANT: If the certificate holder in SUBROGATION IS WAIVED, subject	to th	ne tei	rms and conditions of th	e polic	y, certain po	licies may r	-	
	is certificate does not confer rights to	o the	cert	ificate holder in lieu of su					
	DUCER Urance Office of America				CONTAC NAME:	' Karla Jerry		oinson@ioausa.com	
200 Broad Street, SW					PHONE (A/C, No, Ext): 770-250-0198 FAX (A/C, No): 678-450-9180  E-MAIL ADDRESS: Karla.Jerry@joausa.com				
	te 100				ADDRES	ss: Karla.Jerr	y@ioausa.co	m	
Gainesville GA 30501					INSURER(S) AFFORDING COVERAGE				NAIC#
					INSURE	ка: Bridgefie	ld Casualty Ir	nsurance Company	10335
INSU					INSURE	Rв: Westfield	l Premier Insi	urance Company	16450
Express Yourself Paint LLC 4801 Glenwood Ave Suite 200-047 Raleigh, NC 27612					INSURER C:				
					INSURE				
	_				INSURE	RE:			
					INSURE	RF:			
CO	VERAGES CER	TIFIC	CATE	NUMBER: 65106706				REVISION NUMBER:	
IN CI E)	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLIC	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD! LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIES EDUCED BY F	OR OTHER DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPE	CT TO WHICH THIS
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s
В	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR			CWP0897461		3/4/2025	3/4/2026	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000 \$1,000,000
	CLAIIVIS-IVIADE 11 OCCUR							PREMISES (Ea occurrence)  MED EXP (Any one person)	\$ 5,000
								· · · · · · · · · · · · · · · · · · ·	\$ 1,000,000
								PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000
	POLICY N JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
В	OTHER: AUTOMOBILE LIABILITY			CWP0897461		3/4/2025	3/4/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
Ь	ANY AUTO			CVVF0097401		3/4/2023	3/4/2020	(Ea accident) BODILY INJURY (Per person)	\$ 1,000,000
	OWNED SCHEDULED								
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident)  PROPERTY DAMAGE	*
	X HIRED AUTOS ONLY X AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$
	DED RETENTION\$							. DED OTH	\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			19619691		3/4/2025	3/4/2026	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Ger	cription of operations / Locations / vehicl neral Liability: 7164 0518 Commercial General Liability	•		•	le, may be	attached if more	space is require	ed)	
	2010 1219 Additional Insured - Owners,				Perso	n or Organiza	tion		

CG2037 1219 Additional Insured - Owners, Lessees, or Contractors - Completed Operations CG2001 1219 Primary and Noncontributory - Other Insurance Condition CG2404 1219 Waiver of Transfer of Rights of Recovery Against Others to us (Waiver of Subrogation)

Workers Compensation:

WC 000313 0484 Waiver of Our Right To Recover From Others Endorsement

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Proof of Insurance	AUTHORIZED REPRESENTATIVE

## COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

#### A. Expected or Intended Injury

- Reasonable force
- B. Non-owned Watercraft
  - Increased to 60 feet
- C. Non-owned Aircraft
- D. Property Damage Elevators
- E. Damage To Premises Rented To You
  - Limit increased to \$1,000,000
- F. Personal and Advertising Injury
  - Exclusions
- G. Medical Payments Volunteer Workers
- H. Supplementary Payments
  - Bail Bonds \$2500
  - Loss of Earnings \$1000
- I. Who Is An Insured broadened:
  - Limited Liability Partnership
  - Joint Ventures / Partnership / Limited Liability Company
  - Health Care Professionals (Incidental Medical Malpractice)
  - Newly Formed or Acquired Entities (up to 365 days)
  - Individual Owners of Buildings
- J. Knowledge and Notice Of Occurrence
- K. Unintentional Failure To Disclose Hazards
- L. Liberalization
- M. Definitions
  - Bodily Injury redefined (includes mental anguish)
  - Expanded Personal and Advertising Injury definition
  - Unintentional Damage or Destruction added

In addition to the policy amendments contained in A. through M. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Commercial General Liability Endorsement:

- Additional Insured Co-Owners of Insured Premises CG 20 27
- Additional Insured Concessionaire CG 20 03
- Additional Insured Controlling Interest CG 20 05
- Additional Insured Grantor of Franchise CG 20 29
- Additional Insured Lessor of Leased Equipment CG 20 34
- Additional Insured Managers or Lessors of Premises CG 20 11
- Additional Insured Mortgagee, Assignee or Receiver CG 20 18
- Additional Insured Owners or Other Interests From Whom Land Has Been Leased CG 20 24
- Additional Insured State or Governmental Agency or Subdivision or Political Subdivision -
- Permits or Authorizations CG 20 12
- Additional Insured Vendors CG 20 15
- Waiver of Transfer of Rights of Recovery CG 24 04
- Voluntary Property Damage CG 70 22
- Care, Custody and Control CG 70 23
- Employee Benefits Liability CG 04 35

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions a. is replaced with the following:

#### a. Expected Or Intended Injury

"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 for the purpose of protecting persons or property.

#### **B. NON-OWNED WATERCRAFT**

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. (2) (a) is replaced with the following:

(a) Less than 60 feet long; and

#### C. NON-OWNED AIRCRAFT

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own, provided that:
  - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - **(b)** It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

#### D. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of SECTION I -COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY. item 2. Exclusions. paragraphs (3), (4) and (6) of Exclusion j. Damage to Property and Exclusion k. Damage To Your Product do not apply to the use of elevators. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

### E. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of item 2. Exclusions is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire or explosion 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.** 

#### F. PERSONAL AND ADVERTISING INJURY

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

## COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

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- D. Property Damage Elevators
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- F. Personal and Advertising Injury
  - Exclusions
- G. Medical Payments Volunteer Workers
- H. Supplementary Payments
  - Bail Bonds \$2500
  - Loss of Earnings \$1000
- I. Who Is An Insured broadened:
  - Limited Liability Partnership
  - Joint Ventures / Partnership / Limited Liability Company
  - Health Care Professionals (Incidental Medical Malpractice)
  - Newly Formed or Acquired Entities (up to 365 days)
  - Individual Owners of Buildings
- J. Knowledge and Notice Of Occurrence
- K. Unintentional Failure To Disclose Hazards
- L. Liberalization
- M. Definitions
  - Bodily Injury redefined (includes mental anguish)
  - Expanded Personal and Advertising Injury definition
  - Unintentional Damage or Destruction added

In addition to the policy amendments contained in A. through M. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Commercial General Liability Endorsement:

- Additional Insured Co-Owners of Insured Premises CG 20 27
- Additional Insured Concessionaire CG 20 03
- Additional Insured Controlling Interest CG 20 05
- Additional Insured Grantor of Franchise CG 20 29
- Additional Insured Lessor of Leased Equipment CG 20 34
- Additional Insured Managers or Lessors of Premises CG 20 11
- Additional Insured Mortgagee, Assignee or Receiver CG 20 18
- Additional Insured Owners or Other Interests From Whom Land Has Been Leased CG 20 24
- Additional Insured State or Governmental Agency or Subdivision or Political Subdivision -
- Permits or Authorizations CG 20 12
- Additional Insured Vendors CG 20 15
- Waiver of Transfer of Rights of Recovery CG 24 04
- Voluntary Property Damage CG 70 22
- Care, Custody and Control CG 70 23
- Employee Benefits Liability CG 04 35

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions a. is replaced with the following:

#### a. Expected Or Intended Injury

"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 for the purpose of protecting persons or property.

#### **B. NON-OWNED WATERCRAFT**

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. (2) (a) is replaced with the following:

(a) Less than 60 feet long; and

#### C. NON-OWNED AIRCRAFT

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own, provided that:
  - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - **(b)** It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

#### D. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of SECTION I -COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY. item 2. Exclusions. paragraphs (3), (4) and (6) of Exclusion j. Damage to Property and Exclusion k. Damage To Your Product do not apply to the use of elevators. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

### E. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of item 2. Exclusions is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire or explosion 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.** 

#### F. PERSONAL AND ADVERTISING INJURY

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

- Additional Insured Co-Owners of Insured Premises CG 20 27
- Additional Insured Concessionaire CG 20 03
- Additional Insured Controlling Interest CG 20 05
- Additional Insured Grantor of Franchise CG 20 29
- Additional Insured Lessor of Leased Equipment CG 20 34
- Additional Insured Managers or Lessors of Premises CG 20 11
- Additional Insured Mortgagee, Assignee or Receiver CG 20 18
- Additional Insured Owners or Other Interests From Whom Land Has Been Leased CG 20 24
- Additional Insured State or Governmental Agency or Subdivision or Political Subdivision -
- Permits or Authorizations CG 20 12
- Additional Insured Vendors CG 20 15
- Waiver of Transfer of Rights of Recovery CG 24 04
- Voluntary Property Damage CG 70 22
- Care, Custody and Control CG 70 23
- Employee Benefits Liability CG 04 35

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions a. is replaced with the following:

#### a. Expected Or Intended Injury

"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 for the purpose of protecting persons or property.

#### **B. NON-OWNED WATERCRAFT**

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. (2) (a) is replaced with the following:

(a) Less than 60 feet long; and

#### C. NON-OWNED AIRCRAFT

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own, provided that:
  - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - **(b)** It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

#### D. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of SECTION I -COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY. item 2. Exclusions. paragraphs (3), (4) and (6) of Exclusion j. Damage to Property and Exclusion k. Damage To Your Product do not apply to the use of elevators. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

### E. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of item 2. Exclusions is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire or explosion 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.** 

#### F. PERSONAL AND ADVERTISING INJURY

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

- Additional Insured Co-Owners of Insured Premises CG 20 27
- Additional Insured Concessionaire CG 20 03
- Additional Insured Controlling Interest CG 20 05
- Additional Insured Grantor of Franchise CG 20 29
- Additional Insured Lessor of Leased Equipment CG 20 34
- Additional Insured Managers or Lessors of Premises CG 20 11
- Additional Insured Mortgagee, Assignee or Receiver CG 20 18
- Additional Insured Owners or Other Interests From Whom Land Has Been Leased CG 20 24
- Additional Insured State or Governmental Agency or Subdivision or Political Subdivision -
- Permits or Authorizations CG 20 12
- Additional Insured Vendors CG 20 15
- Waiver of Transfer of Rights of Recovery CG 24 04
- Voluntary Property Damage CG 70 22
- Care, Custody and Control CG 70 23
- Employee Benefits Liability CG 04 35

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions a. is replaced with the following:

#### a. Expected Or Intended Injury

"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 for the purpose of protecting persons or property.

#### **B. NON-OWNED WATERCRAFT**

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. (2) (a) is replaced with the following:

(a) Less than 60 feet long; and

#### C. NON-OWNED AIRCRAFT

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own, provided that:
  - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - **(b)** It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

#### D. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of SECTION I -COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY. item 2. Exclusions. paragraphs (3), (4) and (6) of Exclusion j. Damage to Property and Exclusion k. Damage To Your Product do not apply to the use of elevators. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

### E. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of item 2. Exclusions is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire or explosion 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.** 

#### F. PERSONAL AND ADVERTISING INJURY

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

#### r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

### G. MEDICAL PAYMENTS - VOLUNTEER WORKERS

Under SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, item 2. Exclusions b. Hired Person is replaced with the following:

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or tenant of any insured; however this exclusion does not apply to "volunteer workers" while engaged in maintenance or repair of your premises.

#### H. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b. is replaced with the following:

b. Up to \$2,500 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.

## Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

#### I. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** Item **1.b.** is replaced with the following:

b. A partnership (including a limited liability 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. Under **SECTION II - WHO IS AN INSURED** the following is added to item **1**:

### f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, partnership or limited liability company; or
- (2) If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or legal liability company.

Under **SECTION II - WHO IS AN INSURED**, item **2.a.** is replaced with the following:

- a. Your "employees" or volunteer workers, 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 an insured 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 limited liability company), or to a co-"employee" or co-volunteer worker while that is either in the course of his or her employment or performing duties related to the conduct of your business;
    - (b) To the spouse, child, parent, brother or sister of that co-"employee" or co-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. This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional 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" or volunteer workers, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

Under **SECTION II - WHO IS AN INSURED,** item **3.a.** is replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

Under **SECTION II - WHO IS AN INSURED**, the following is added:

- 4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured in this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
  - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
  - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED the last paragraph of this section is replaced with the following:

Except as provided in **3.** above, 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.

J. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit, the following is added:

- **e.** The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2. b. will not be breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence", offense, claim, or "suit".
- K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations, the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### L. LIBERALIZATION

Under SECTION I - COVERAGES, SECTION II - WHO IS AN INSURED, SECTION III - LIMITS OF INSURANCE, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS AND SECTION V - DEFINITIONS, the following is added:

#### Liberalization

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

#### M. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3**. is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other

mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item **14**. The following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person but only if such discrimination or humiliation is:
  - (1) not done intentionally by or at the direction of:
    - (a) The insured; or
    - (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
  - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

Under **SECTION V** - **DEFINITIONS**, the following definition is added:

23. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations		
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions: or
  - **2.** The acts or omissions of those acting on your behalf;

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

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- **C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance**:

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

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

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

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations			
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured	All Locations			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

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

#### However:

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

If coverage provided to the additional insured is required by a contract or agreement, the most

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

#### **Primary And Noncontributory Insurance**

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

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

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

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

#### **SCHEDULE**

#### Name Of Person(s) Or Organization(s):

Automatic status when required by written contract, agreement or permit

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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

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

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

Schedule

\*Blanket Waiver of Subrogation Applies\*

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

Countersigned by

Date Prepared: January 8, 2025

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: March 4, 2025

Policy Number: 196-19691

Insured: Express Yourself Paint, LLC

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