

## RIGHT OF USE LICENSE PERMIT

**THIS RIGHT OF USE LICENSE PERMIT** ("Permit") is made effective as of the date that this Permit is last signed by both parties ("Effective Date") by and between the City of Columbia, Missouri, a constitutional charter municipality of the State of Missouri ("City") and White Oak Investment Properties, LLC, a Missouri limited liability company ("Licensee").

### RECITALS:

**WHEREAS**, Licensee has requested consent from City authorizing the use of City Rights- of-Way to construct, install, maintain, and/or operate certain private facilities or improvements described and depicted in **Exhibit A**, attached to this Permit and incorporated herein by reference (the "Private Facilities"); and

**WHEREAS**, Licensee understands and agrees that it is the intention of City that this License does not grant a lease or an easement, and does not create any type of transferable business interest in City property for the benefit of Licensee, and does not subordinate City's use of the property to Licensee; and

**WHEREAS**, City and Licensee desire to provide for the terms and conditions under which such Permit may be granted for Licensee to; use such Rights-of-Way.

**NOW THEREFORE**, this Permit is granted subject to the following conditions and stipulations:

### **SECTION 1. GENERAL**

**1.1 Preservation of Police Power Authority.** Any rights granted to Licensee pursuant to this Permit are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public with which Licensee may be required to comply.

**1.2 Permit Subject to Provisions of City Code.** Licensee agrees as a part of issuance of this Permit to abide by applicable provisions of the City Code of the City of Columbia, Missouri, and to be subject to the enforcement by the City as provided therein. This Permit may establish Licensee obligations that are supplementary to the City Code, and nothing in this Permit shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the City Code.

### **SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY**

**2.1 Nature of Rights Granted by this Permit.** This Permit shall not convey title to Licensee, equitable or legal, in the Rights-of-Way, and gives only a license to

occupy Rights-of-Way for the purposes and for the period stated in and subject to the requirements of this Permit. This Permit also shall not grant the right to use facilities owned or controlled by the City or a third-party without the separate consent of the City or such third-party owning or controlling the facilities, nor shall it excuse Licensee from obtaining appropriate access or agreements before locating on facilities controlled or owned by the City or a third party.

**2.2 Grant.** Licensee is hereby granted the nonexclusive license to construct, operate, and maintain the Private Facilities in, through and along the City's Right-of-Way described in **Exhibit B** of this Permit (the "Rights-of-Way"), subject to the terms and conditions of this Permit. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. The City may revoke this license at will, at any time, for any reason or no reason at all, subject to notice of such revocation. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization required by any appropriate governmental entity, including the City.

**2.3 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate.** Licensee shall construct and maintain its Private Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements and fee payments, in effect as of the Effective Date or adopted after the Effective Date. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Private Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Permit shall in all matters be subordinate to the City's use of and rights to the same, and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City.

**2.4 No Interference.** Licensee shall construct and maintain its Private Facilities to be so located, constructed and maintained as to cause minimum interference with the proper use of all Rights-of-Ways and so as not to materially interfere with other users of the Rights-of-Way. Except as may otherwise be provided, Licensee shall provide reasonable notice to all adjacent property owners affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and any standard specifications, drawings, and procedures adopted by the City, and any permits issued by the City.

**2.5 Licensee Responsible for Costs.** Licensee shall be responsible for all reasonable, actual and documented costs incurred by the City that are directly associated with Licensee's installation, maintenance, repair, operation, use, and replacement of its Private Facilities within the Rights-of-Way that are not otherwise

accounted for as part of the permit fees established pursuant to the City Code. Cost billed to Licensee may include a reasonable charge for City staff time. Costs due to the City shall be due immediately upon the City providing Licensee an invoice for payment and any costs due to the City that are more than thirty days (30) past due shall bear interest at a rate of one and one-half percent (1.5%) per month until paid in full. Any costs, license fees, or other compensation required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City. Licensee acknowledges that any costs, license fees, or other compensation required herein shall in no way be deemed a tax of any kind.

### **SECTION 3. TERM AND COMPENSATION**

**3.1 Term.** This Permit shall remain in effect until canceled by the City or be otherwise effective for a shorter term as set forth in **Exhibit C**, attached hereto and incorporated by reference ("Term"), subject to earlier termination or forfeiture as provided in this Permit. This Permit shall remain in effect during the Term unless terminated by either Licensee or City, upon six (6) months written courtesy notice to the other.

### **SECTION 4. THE PRIVATE FACILITIES**

**4.1 Permits Required.** This Permit does not grant Licensee or any of its officers, agents or employees the right to cut, break, excavate or damage the street or sidewalk pavement within the Rights-of-Way depicted on **Exhibit B** without City consent. Prior to exercising its right granted hereunder, Licensee agrees to obtain all necessary permits required by the City of Columbia pertaining to the work being done in the Rights-of-Way. Additionally, the Licensee shall present its construction plans or diagrams locating the proposed Private Facilities to the City Public Works Department and City Water and Light Department and any existing utility company using facilities located within Rights-of-Way depicted on **Exhibit B**. Licensee shall excavate in or install Private Facilities in the Rights-of-Way in locations and in a manner only as authorized by a specific permit granted by the City.

**4.2 Responsibility for Private Facilities.** Licensee will be responsible for all costs of any future repairs, maintenance or replacements to the Private Facilities. Licensee shall keep the Private Facilities in good working order and condition and shall not permit the Private Facilities to deteriorate to a state of disrepair or to become a nuisance to the public health, safety, and general welfare.

**4.3 Abandonment of Private Facilities.** If the Private Facilities are ever abandoned or removed by Licensee, all rights herein granted shall cease and terminate and Licensee shall have no further right of interest therein except that, upon abandonment, Licensee remains responsible for all of Licensee's Private Facilities left in place and any costs to remove the Private Facilities, store the Private Facilities, or

to otherwise restore and/or clean up affected Rights-of-Way. If the Private Facilities are abandoned and removed by the City, Licensee must take possession of the Private Facilities within ninety (90) days of removal, otherwise the City may take possession and dispose of the Private Facilities in its sole discretion.

**4.4 Relocation or Removal of Facilities.** The City may, in its exercise of the public interest, require that Licensee, at Licensee's sole cost and expense, relocate or reinstall any of Licensee's Private Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of facilities to be relocated and a reasonable time to relocate such facilities. Licensee shall forthwith remove or relocate such facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If the Licensee fails to relocate the Private Facilities within the time set forth in the City's notice, the City may relocate or remove the Private Facilities and bill the Licensee for any such costs incurred by the City in relocating or removing the Private Facilities. If the Private Facilities are damaged in anyway by the construction, repair, maintenance, modification, or relocation of street, sidewalk, utility or other public facilities in the Right-of-Way, Licensee will repair or replace the Private Facilities at its own cost and hold the City harmless for any of the costs associated with the repair or replacement or any other costs associated with any damages to the Private Facilities.

**4.5 Protection of Public Facilities/Improvements and Restoration to the Land.** Licensee shall be responsible for all damages to the Rights-of-Way and any public facilities caused directly or indirectly by Licensee's construction, operation, and maintenance of the Private Facilities in, through and along the City's Right-of-Way. If the Licensee fails to repair or restore the Rights-of-Way or public facilities promptly after causing such damage, the City may repair or restore the Rights-of-Way or public facilities and bill the Licensee for any such costs incurred by the City in so repairing or restoring. Licensee shall perform all restoration and repairs in manner consistent with standards and specification provided by the City and shall guarantee for a period of four (4) years the restoration of the Rights-of-Way against sagging, buckling, deterioration, and other premature failures of the restoration in any area where Licensee restored the Rights-of-Way. Licensee shall take measures to prevent damage to any facilities or improvements on adjacent land to the Rights-of-Way. If any damage is caused by Licensee, its employees, contractors or agents, Licensee shall ensure the damage to such land or property is repaired, the land is restored and any damaged property is repaired or replaced, to the satisfaction of the property's owner. In addition, the Licensee shall restore damaged areas and the Rights-of-Way to the satisfaction of City, including but limited to the following: bringing the ground to its original contour and removing all ruts; reseeding or re-sodding or re-pouring any surface disturbed; replace any trees or landscaping; and replacing any improvements of City or others. Unless otherwise directed by the Director of Public Works, all repairs and restoration shall be completed in accordance with the City of Columbia *Street*,

*Storm Sewer, and Sanitary Specifications and Standards*, as may be amended, or other successor documents, on file with the Director of Public Works.

**4.6 Damage to Private Facilities.** Licensee agrees by exercising its rights under this Permit that if the Private Facilities are damaged in anyway, whether negligently or intentionally by the construction, repair, modification or relocation of any public facilities or utilities located in the right of way, Licensee will be solely responsible for the repair or replacement of the Private Facilities at the sole cost of Licensee and will hold the City harmless for any costs associated with the repair or replacement or any other costs associated with the damage to the Private Facilities.

## **SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES**

**5.1 Transfer of Permit.** Licensee shall not sell, transfer, lease, or assign this Permit or its rights under this Permit, in whole or in part, without obtaining the City's prior consent. Notwithstanding the foregoing sentence, Licensee may transfer or assign this Permit or its rights under this Permit, in whole or in part, with prior written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least 30 days prior notice to the City.

**5.2 Licensee as Abutting Land Owner.** If Licensee is the fee owner of land ("Abutting Land") directly abutting the Rights-of-Way described in **Exhibit B**, this Permit may be transferred to heirs, assigns, and successors in interest of Licensee to the Abutting Land with the written consent of the Director of Public Works, notwithstanding Subsection 5.1 above.

## **SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.**

**6.1** In case of failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Permit, including the provisions of the Code, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Permit, including the provisions of the City's Code of Ordinances, the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate and become null and void. If the City believes that the failure of the Licensee will be cured by the licensee, the City may give a written notice that shall set forth in detail the neglect or failure complained of by the City and the time frame in which the City expects the failure to be cured. If the default is cured to the satisfaction of the City and the Licensee is otherwise in compliance with the Permit the forfeiture of the Permit will be avoided and the City may reinstate the license. Notwithstanding any provision herein, if the City Manager determines, in the Manager's sole discretion,

that the public's health, safety or welfare could be at risk, by Licensee use of the License or any action contravening such License, the Manager may immediately terminate the Permit and have the Licensee notified of such action. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this section are cumulative and in addition to any other rights and remedies to which a party may be entitled at law, in equity or under this Permit.

## **SECTION 7. GENERAL CONDITIONS**

**7.1 Compliance With Laws.** In performing activities and exercising its rights and obligations under this Permit, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including all laws, ordinances, regulations and policies relating to construction, bonding, insurance, and use of public property.

**7.2 Enforcement; Attorneys' Fees.** The City shall be entitled to enforce the terms and conditions of this Permit through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees in the event that Licensee is determined judicially to have violated the terms of this Permit.

**7.3 Relationship of the Parties.** Under no circumstances shall this Permit be construed as one of agency, partnership, joint venture, or employment between the parties.

**7.4 No Cause of Action Against the City.** The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Permit, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Permit in reliance upon its independent and personal investigation and understanding of the power of authority of the City to grant this Permit; provided further that the Licensee acknowledges by its acceptance of this Permit that it has not been induced to accept this Permit upon any understanding, or promise, whether given verbally or in writing by or on behalf of any party, or by any other person concerning any term or condition of this Permit not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Permit that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Permit. Nothing herein shall be deemed to waive the City's sovereign immunity.

## **SECTION 8. INDEMNIFICATION AND INSURANCE.**

8.1 Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, maintaining, repairing, restoring or removing facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City granted this Permit to Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Permit, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of expiration or termination of this Permit.

8.2 Licensee, at its sole cost and expense, hereby agrees to purchase insurance in such amounts as reasonably required by the City to protect the public for use of the Rights of Way by Licensee and to name the City as an additional insured. Licensee shall provide City with a certificate of insurance evidencing compliance with the insurance requirements on or before January 1 of each calendar year. Such insurance requirements shall be set forth in Exhibit D, attached hereto and incorporated herein by reference. The City may alter the minimum insurance requirements set forth in Exhibit C by giving written notice to Licensee at least 90 days in advance of such change.

## **SECTION 9. NOTICE**

9.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either party under of with respect to this Permit (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

### **If Notice to City:**

City of Columbia, Missouri  
ATTN: Director of Public Works  
701 E. Broadway  
Columbia, MO 65205-6015

### **If Notice to Licensee:**

White Oak Investment Properties, LLC  
c/o Logboat Brewing Company  
Attn: Tyson Hunt  
504 Fay Street  
Columbia, MO 65201

**9.2** If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for notice by giving notice of address change to the other party in the manner for giving notice prescribed in Section 9.1.

## **SECTION 10. MISCELLANEOUS**

**10.1** This Permit and all Exhibits constitute the entire understanding of the parties as to the subject matter of this Permit, and no negotiations or discussions prior to the Effective Date shall be of any effect.

**10.2** The invalidity in whole of this License, or construing this document to be anything but a License shall cause this document to be void. The invalidity of any part of any provision of this Permit shall not affect the validity of any other provision.

**10.3** No term or condition of this Permit will be deemed to have been waived by a party unless the waiver is made in writing and is signed by the party against whom the waiver is claimed.

**10.4** The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Permit.

**10.5** This Permit is for the benefit of the parties and not for any other person or entity. This Permit creates no third-party beneficiary rights.

**10.6** The parties acknowledge they each have full authority to sign this Permit and commit to the terms and conditions thereof.

**10.7** Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties execute the Permit herein as of the date signed below.

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

ATTEST:

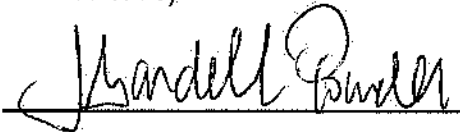
By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

LICENSEE

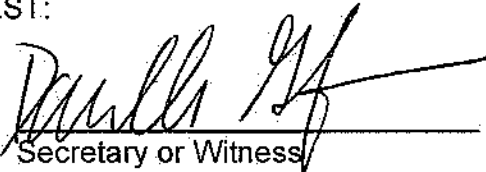
White Oak Investment Properties, LLC  
(Name of Licensee)

By: 

Gardell Powell  
Printed Name:

Date: 6/14/22

ATTEST:

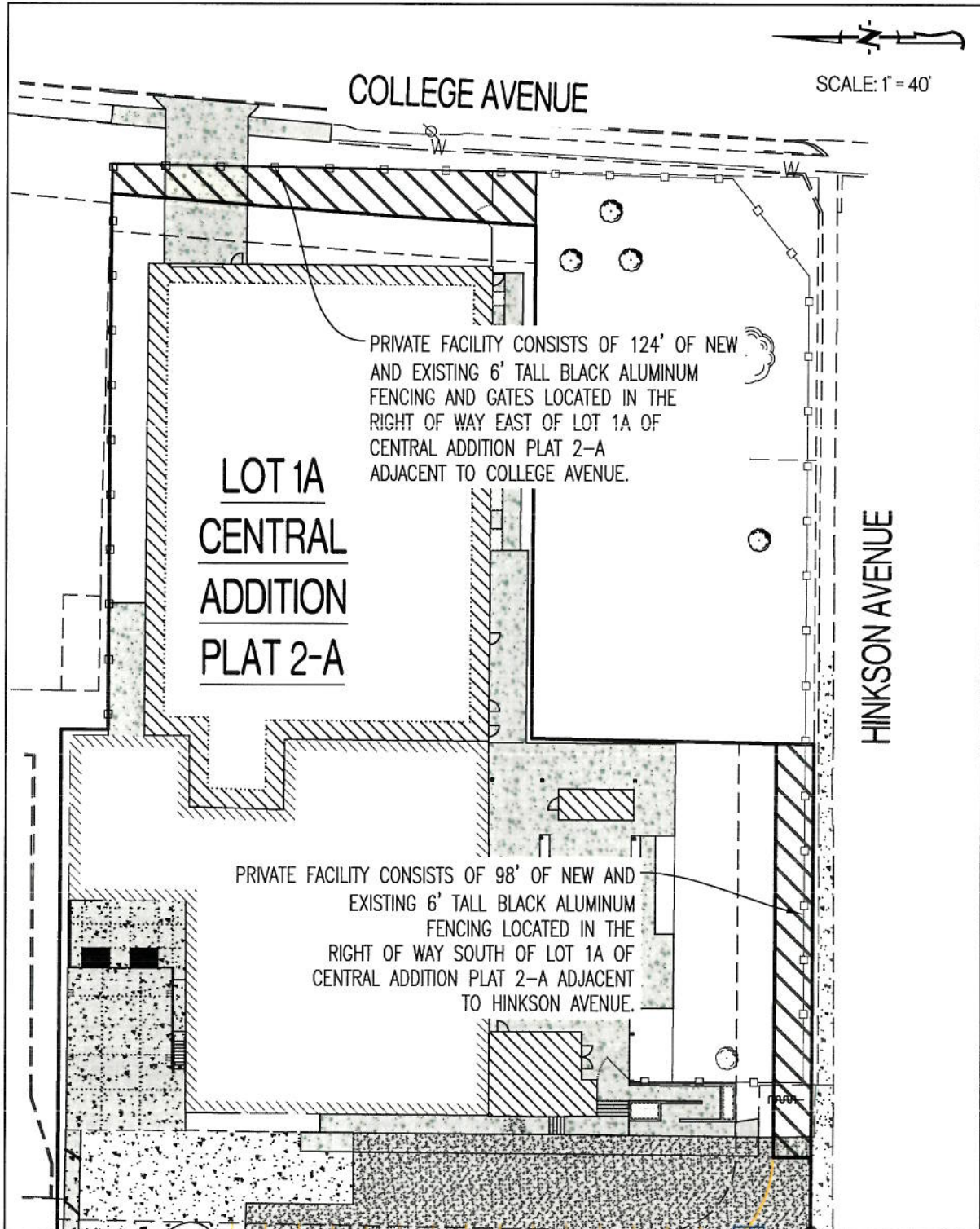
By:   
Secretary or Witness

(CORPORATE SEAL, if any)

**EXHIBIT A**

**Depiction and Description of Private Facilities**

EXHIBIT A  
DEPICTION AND DESCRIPTION OF PRIVATE FACILITIES



**EXHIBIT B**

***Depiction and Description of Rights-of-Way***

TWO TRACTS OF LAND LOCATED IN SECTION 7, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE HINKSON AVENUE RIGHT OF WAY AND NORTH COLLEGE AVENUE RIGHT OF WAY, DEDICATED TO THE CITY OF COLUMBIA BY CENTRAL ADDITION PLAT NO. 2-A RECORDED IN PLAT BOOK 55, PAGE 76 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

BEGINNING AT THE MOST SOUTH AND EAST CORNER OF LOT 1A OF SAID CENTRAL ADDITION PLAT NO. 2-A, SAID POINT BEING ON THE WEST LINE OF LOT 11 OF CENTRAL ADDITION TO THE CITY OF COLUMBIA RECORDED IN BOOK 40, PAGE 638 AND WITH THE WEST LINE THEREOF, S 1°02'50"W, 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE LEAVING SAID WEST LINE, N 89°43'25"W, 100.01 FEET; THENCE N 0°16'35"E, 10.00 FEET TO THE SOUTH LINE OF SAID LOT 1A; THENCE WITH SAID SOUTH LINE, S 89°43'25"E, 100.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 1001 SQUARE FEET.

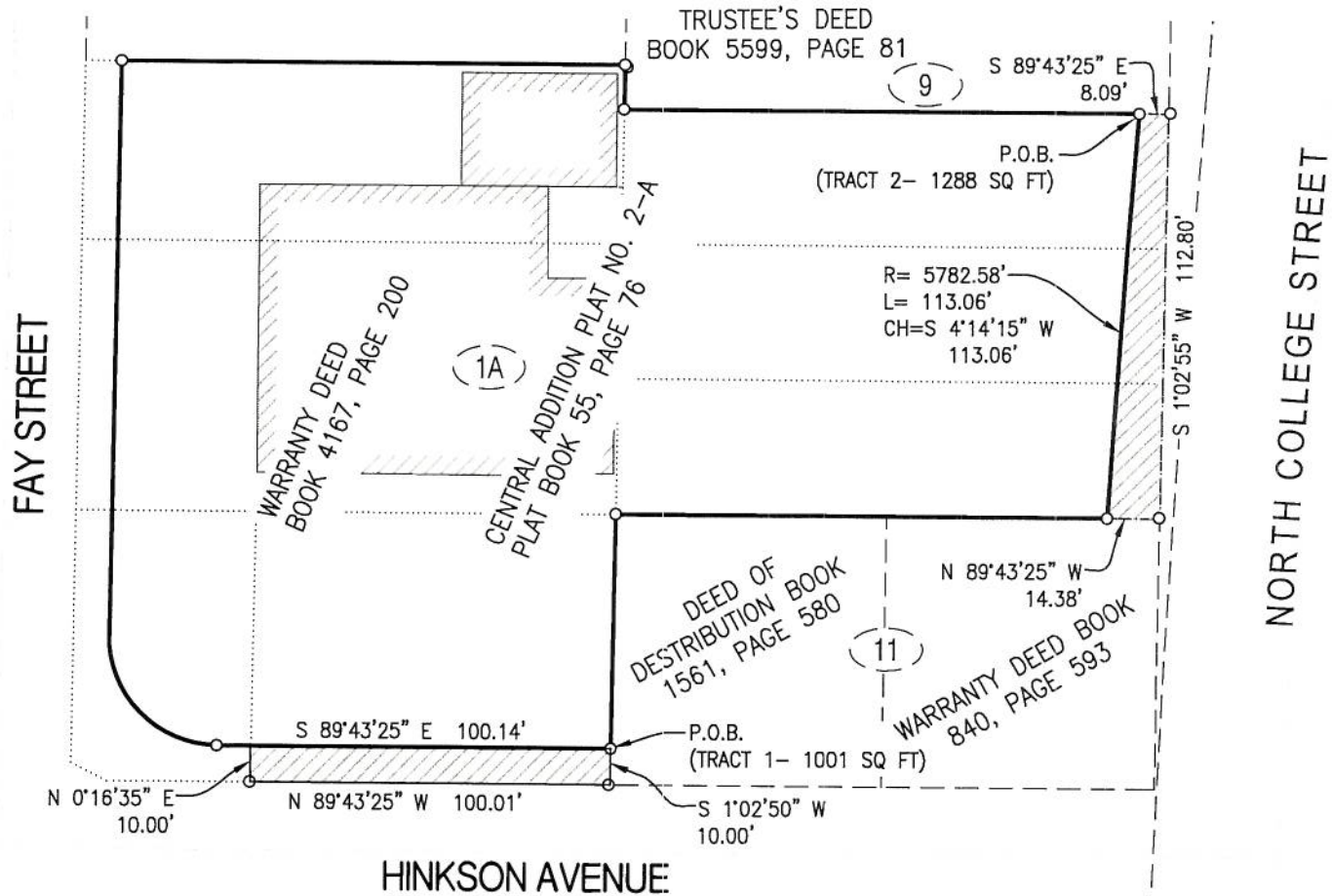
TRACT 2

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1A, SAID CORNER BEING ON THE SOUTH LINE OF THE NORTH HALF OF LOT 9 OF CENTRAL ADDITION TO THE CITY OF COLUMBIA RECORDED IN BOOK 40, PAGE 638 AND WITH SAID SOUTH LINE THEREOF, S 89°43'25"E, 8.09 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 9; THENCE LEAVING SAID SOUTH LINE, S 1°02'55"W, 112.80 FEET; THENCE WITH THE NORTH LINE OF SAID LOT 11, N 89°43'25"W, 14.38 FEET TO THE SOUTH AND MOST EAST CORNER OF SAID LOT 1A; THENCE LEAVING SAID NORTH LINE, 113.06 FEET ALONG A 5782.58-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N 4°14'15"E, 113.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 1288 SQUARE FEET.

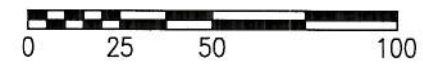


*David W. Borden*  
 \_\_\_\_\_  
 DAVID W. BORDEN, PLS-2002000244  
 6-8-22  
 \_\_\_\_\_  
 DATE

<b>CROCKETT</b> <b>ENGINEERING CONSULTANTS</b> 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	<b>RIGHT OF USE DESCRIPTIONS</b>  CENTRAL ADDITION PLAT NO. 2-A LOCATED IN S7-T48N-R12W COLUMBIA, BOONE COUNTY, MISSOURI
	DATE: 6/8/2022	
	PROJECT: 120206	



SCALE: 1"=50'



BEARINGS ARE REFERENCED TO  
 GRID NORTH, OF THE MISSOURI  
 STATE PLANE COORDINATE SYSTEM  
 (CENTRAL ZONE), OBTAINED FROM  
 GPS OBSERVATION.

<p> <b>CROCKETT</b>          ENGINEERING CONSULTANTS          1000 W. Nifong Blvd., Building 1          Columbia, Missouri 65203          (573) 447-0292          www.crockettengineering.com       </p>	CORPORATE NO: 2000151304		<b>RIGHT OF USE DESC</b>  LOT 1A CENTRAL ADDITION PLAT NO. 2-A SEC. 7, T48N, R12W COLUMBIA, BOONE COUNTY, MISSOURI
	DATE: 6/8/2022	SCALE: 1" = 50'	
	PROJECT: 120206	DRAWN BY: DWB	

## EXHIBIT C

### *Term, Compensation, and Additional Terms and Conditions*

- Compensation: None
- Term: Perpetual, Subject Termination or Forfeiture

**EXHIBIT D**

**Insurance Requirements**

- See attached Insurance Certificate





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2022

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

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

<b>PRODUCER:</b> Winter-Dent 3610 Buttonwood Drive Ste 310 Columbia, MO 65201	<b>CONTACT NAME:</b> Ashley Crocker		
	<b>PHONE (A/C, No, Ext):</b> (573) 634-2122	<b>FAX (A/C, No):</b> (573) 636-7500	
<b>E-MAIL ADDRESS:</b> ashley.crocker@winter-dent.com			
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b>  Logboat Brewing Company LLC 504 Fay Street Columbia, MO 65201	<b>INSURER A:</b> Acuity Insurance		14184
	<b>INSURER B:</b> First Dakota Indemnity Company		10351
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

### COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZL7424	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIQUOR LIABILITY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZL7424	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			ZL7424	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC020-0060873-2022A	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Owners/Members: Judson Ball, Tyson Hunt, & Andrew Sharp are excluded under Workers Compensation coverage.

Certificate holder is included as additional Insured with waiver of subrogation under general liability per insured's policy forms CG7031 & CG2043R.

### CERTIFICATE HOLDER

### CANCELLATION

City of Columbia 701 E Broadway Columbia, MO 65201	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 <i>Ashley Crocker</i>
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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Extended Non-Owned Watercraft**

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

**B. Increased Bail Bond Amount**

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

**C. Increased Reasonable Expenses Incurred by the Insured**

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

**D. Newly Acquired Organizations**

Item 3a of Section II - Who Is An Insured is replaced by the following:

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

**E. Tenants Legal Liability**

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages 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 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

**F. Knowledge of Claim or Suit**

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence*, claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee*.

**G. Unintentional Failure to Disclose Hazard**

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we

will not reject coverage under this policy based solely on such failure.

**H. Waiver of Subrogation for Written Contracts**

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

The waiver applies only to:

1. Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph 1 above.

**I. Liberalization**

The following is added to Section IV - Commercial General Liability Conditions:

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

**J. Broadened Bodily Injury**

The Definition of *Bodily Injury* is amended to include mental anguish.

**K. Electronic Data Liability**

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

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

Damages arising out of:

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

This exclusion applies even if damages are claimed for notification costs, 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*.

2. The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, \$10,000 is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence*.

3. The following definition is added to Section V - Definitions:

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

4. For the purposes of this coverage, the definition of "*property damage*" in Section V - Definitions is replaced by the following:

"*Property damage*" means:

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

shall be deemed to occur at the time of the *occurrence* that caused it.

For the purposes of this coverage, *electronic data* is not tangible property.

#### L. Employee Benefits Liability Coverage

1. The following is added to Section I - Coverages:

##### Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage 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 to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any *claim* or *suit* that may result. But:

- (1) The amount we will pay for damages is limited as described in paragraph 5 of this coverage; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the *administration* of your *employee benefit program*;
- (2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and
- (3) A *claim* for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.

c. A *claim* seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such *claim* is

received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with paragraph a above.

A *claim* received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All *claims* for damages made by an *employee* because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such *employee's* dependents and beneficiaries, will be deemed to have been made at the time the first of those *claims* is made against any insured.

#### Exclusions

This coverage does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

*Bodily injury, property damage or personal and advertising injury.*

- c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the *employee benefit program*.

- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any *claim* based upon:

- (1) Failure of any investment to perform;  
(2) Errors in providing information on past performance of investment vehicles; or  
(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the *employee benefit program*.

- f. **Workers' Compensation And Similar Laws**

Any *claim* arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- g. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

- h. **Available Benefits**

Any *claim* for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

- i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

- j. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

2. For the purposes of the coverage provided:
- a. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.
- b. Paragraphs 1b and 2 of the Supplementary Payments provision do not apply.
3. For the purposes of the coverage provided, paragraphs 2 and 3 of Section II - Who Is An Insured are replaced by the following:
2. Each of the following is also an insured:
- a. Each of your *employees* who is or was authorized to administer your *employee benefit program*.
- b. Any persons, organizations or *employees* having proper temporary authorization to administer your *employee benefit program* if you die, but only until your legal representative is appointed.
- c. 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 coverage.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

4. For the purposes of the coverage provided, Section III - Limits Of Insurance is replaced by the following:

#### Limits Of Insurance

- a. The Limits of Insurance shown in d below and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) *Claims* made or *suits* brought;
- (3) Persons or organizations making *claims* or bringing *suits*;
- (4) Acts, errors or omissions; or
- (5) Benefits included in your *employee benefit program*.

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the *administration* of your *employee benefit program*.

- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one *employee*, including damages sustained by such *employee's* dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions

negligently committed in the *administration* of your *employee benefit program*.

However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any

plan included in the *employee benefit program*.

- d. Limits of Insurance

Each Employee Limit: \$250,000

Aggregate Limit: \$250,000

The Limits of Insurance of this coverage 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 of the policy to which this coverage is attached, 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.

#### Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- b. The deductible amount stated in e below applies to all damages sustained by any one *employee*, including such *employee's* dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.

- c. The terms of this coverage, including those with respect to:

- (1) Our right and duty to defend any *suits* seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or *claim*

apply irrespective of the application of the deductible amount.

- d. We may pay any part or all of the deductible amount to effect settlement of any *claim* or *suit* and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

- e. Deductible

Each Employee Deductible: \$1,000

5. For the purposes of the coverage provided, Conditions 2 and 4 of Section IV - Conditions are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a *claim*. To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a *claim* is made or *suit* is brought against any insured, you must:
  - (1) Immediately record the specifics of the *claim* or *suit* and the date received; and
  - (2) Notify us as soon as practicable.
- c. 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 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 which may be liable to the insured because of an act, error or omission to which this coverage may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- e. The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage, our obligations are limited as follows:

**a. Primary Insurance**

This coverage is primary except when paragraph b below applies. If this coverage is primary, our

obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c below.

**b. Excess Insurance**

- (1) This coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.
- (2) When this coverage is excess, we will have no duty 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.
- (3) When this coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this coverage; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) 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 paragraph 5d of this coverage.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

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 Limits of Insurance to the total applicable Limits of Insurance of all insurers.

6. For the purposes of the coverage provided, the following Extended Reporting Period provisions are added, or, if this coverage is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

#### EXTENDED REPORTING PERIOD

- a. You will have the right to purchase an Extended Reporting Period, as described below, if:
- (1) This coverage is canceled or not renewed; or
  - (2) We renew or replace this coverage with insurance that:
    - (a) Has an inception date later than the original inception date of this coverage; or
    - (b) Does not apply to an act, error or omission on a claims-made basis.
- b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to *claims* for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.
- c. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The *employee benefit programs* insured;
- (2) Previous types and amounts of insurance;
- (3) Limits of insurance available under this coverage for future payment of damages; and

- (4) Other related factors.

The additional premium will not exceed \$100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for *claims* first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- d. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in paragraph 5d of this coverage under Limits of Insurance.

Paragraph 5b of this coverage will be amended accordingly. The Each Employee Limit shown in paragraph 5d will then continue to apply as set forth in paragraph 5c.

7. For the purposes of the coverage provided, the following definitions are added to the Definitions Section:

- a. "*Administration*" means:

- (1) Providing information to *employees*, including their dependents and beneficiaries, with respect to eligibility for or scope of *employee benefit programs*;
- (2) Handling records in connection with the *employee benefit program*; or
- (3) Effecting, continuing or terminating any *employee's* participation in any benefit included in the *employee benefit program*.

However, *administration* does not include handling payroll deductions.

- b. "*Cafeteria plans*" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

- c. "*Claim*" means any demand, or *suit*, made by an *employee* or an *employee's* dependents and beneficiaries, for damages as the result of an act, error or omission.

d. "Employee benefit program" means a program providing some or all of the following benefits to employees, whether provided through a cafeteria plan or otherwise:

- (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;
- (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;
- (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- (4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- (5) Any other similar benefits added thereto by endorsement.

8. For the purposes of the coverage provided, the following Definitions in the Definitions Section are replaced by the following:

- a. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. Employee includes a leased worker. Employee does not include a temporary worker.
- b. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. Suit includes:
  - (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which

the insured submits with our consent.

#### M. Voluntary Property Damage

1. With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I - Coverages is modified as followed:

a. Exclusion 2j(4) is replaced by the following:

(4) Personal property of others:

(a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.

(b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.

b. Exclusion 2j(5) is deleted.

2. The insurance provided by this coverage is subject to the following provisions:

a. We will pay for property damage at your request even if you are not legally liable, if it is otherwise subject to this coverage.

b. Property damage does not include loss of use if personal property of others is not physically injured.

#### c. Limits

The most we will pay for an occurrence under this coverage is \$2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of \$2,500.

The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.

#### d. Settlement

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

#### e. Deductible

Our obligation to pay for a covered loss applies only to the amount of loss in



excess of \$200.

**f. Other Insurance**

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

**N. Increased Limits of Insurance**

1. The General Aggregate Limit is increased to three times the Each Occurrence Limit.

2. The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.
3. The Damage To Premises Rented To You Limit is increased to \$250,000.
4. The Medical Expense Limit is increased to \$10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN  
REQUIRED IN WRITTEN CONTRACT OR AGREEMENT**

CG-2043R(12-19)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured is amended to include as an additional insured:**

1. Any person or organization for whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1 above.

but only with respect to liability for:

- a. *Bodily injury or property damage* not included in the *products-completed operations hazard*; or
- b. *Personal and advertising injury*;

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

**B. The insurance afforded to such additional insured described in Paragraph A of this endorsement:**

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.

**C. With respect to insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to *bodily injury, property damage or personal and advertising injury* due to 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 or drawing or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

4. Engineering services, including related supervisory or inspection services;
5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
6. Any health or therapeutic service treatment, advice or instruction;
7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
8. Any service, treatment, advice or instruction relating to physical fitness including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
10. Body piercing services;
11. Services in the practice of pharmacy;
12. Law enforcement or firefighting services; and
13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage*, or the offense which caused the *personal and advertising injury* involved the rendering of or failure to render any professional service.

**D. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

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

1. Required by the contract or agreement described in Paragraph A; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.