

**PARK CITY MUNICIPAL CORPORATION  
FACILITY LICENSE AGREEMENT  
BOB WELLS PLAZA AND PARKING LOT  
480 SWEDE ALLEY, PARK CITY, UTAH 84060**

Summit County, State of Utah

THIS AGREEMENT, (hereinafter “Agreement” or “License”), dated the 10<sup>th</sup> day of January, 2024, is by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter “City” or “Licensor”), and **AMERICAN HONDA MOTOR CO. INC.**, a California corporation, (hereinafter “Licensee”), whose street address is 1919 Torrance Blvd., Torrance, CA 90501.

**WITNESSETH:**

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the facility described in Paragraph D below (hereinafter “Facility”), subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purposes listed below.

C. **License Period.** This License is granted for the uses and time periods specified below, and as set forth in **Exhibit A - Master Festival License and City Services Agreement** and the 2024 City Property Use Matrix (“Matrix”) from January 6, 2024, through January 26, 2024, for the Bob Wells Plaza and Parking Lot. Licensee will have until February 2, 2024, to complete any and all repairs and touch-ups at Bob Wells Plaza and Parking Lot. In the event of a conflict, the terms of **Exhibit A** shall control.

- i. Bob Wells Plaza and Parking Lot  
Thursday, 1/6/24 – Friday, 1/26/24

**D. Facilities Licensed.**

**AREA: Bob Wells Plaza and Parking Lot**

**USE:** Sponsor Activation –  
Sundance Film Festival – Acura  
Festival Village and Car Display

E. **Fees.** Fees are \$16/per parking space/per day from 1/6/24 to 1/17/24 and \$60/per parking space/per day from 1/18/24 to 1/26/24 pursuant to the City’s Fee Schedule, for a total of **THIRTY ONE THOUSAND FOUR HUNDRED SEVENTY SIX DOLLARS (\$31,476.00)**. The Licensee shall remit to City a damage deposit of **ONE THOUSAND DOLLARS (\$1,000.00)** as

security for any damage to the Facility arising from or connected to the Licensee's use of the Facility pursuant to this License.

F. **Payment Terms.** The damage deposit and fees totaling **THIRTY TWO THOUSAND FOUR HUNDRED SEVENTY SIX DOLLARS (\$32,476.00)**, shall become due and payable upon the execution of this Agreement. The damage deposit shall be refunded to Licensee in full upon a determination by the City that no damage was incurred to the Facility as a result of this License.

**If monies are not paid on or before the due date specified in the Agreement and a copy of the Certificate of Insurance is not received prior to the event, the Agreement is subject to immediate cancellation by the City Manager or his designee without further notice and the deposits heretofore collected will be retained as liquidated damages.**

G. **Insurance and Indemnity.** The Licensee shall indemnify and hold the Licensor and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Licensor arising out of, in connection with, or incident to the execution of this Agreement and/or the Licensee's use of the facility/area or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Licensor, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the Licensor, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Licensee claims or recovers compensation from the Licensor for a loss or injury that Licensee would be obligated to indemnify the Licensor for under this Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Agreement.

At its own cost and expense, the Licensee shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by the Licensee, its agents, representatives, employees, or subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, the Licensee shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

- i. Commercial General Liability Insurance. The Licensee shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including Licensor's own policies of insurance, for all claims against Licensor. The policy must be written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for personal injury and property damage. Upon

request of Licensor, the Licensee must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

- ii. Automobile Liability Coverage. The Licensee shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- iii. Liquor Liability Coverage. The Licensee shall maintain liquor liability insurance as applicable with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- iv. Workers' Compensation Insurance and Employer's Liability. The Licensee shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Licensee, its employees, agents, and Subcontractors.
- v. Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
- vi. Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name Licensor (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of the Licensee.
- vii. Waiver of Subrogation. The Licensee waives all rights against Licensor and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. The Licensee shall cause each policy to be endorsed with a waiver of subrogation in favor of Licensor for all work performed by the Licensee, its employees, agents, and Subcontractors.
- viii. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United

States Treasury Department's current Department of Treasury Fiscal Services List 570 or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

- ix. Cancellation. Should any of the Licensee's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, The Licensee must deliver notice to Licensor within 30 days of cancellation. Licensor may request and the Licensee must provide within 10 days certified copies of any required policies during the term of this Agreement.
- x. Additional Coverage. Notwithstanding anything to the contrary, if the Licensee has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under the Licensee's insurance policies.
- xi. No representation. In specifying minimum Licensee insurance requirements, Licensor does not represent that such insurance is adequate to protect the Licensee from loss, damage or liability arising from its work. The Licensee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

H. **Anti-Discrimination.** In the performance of this License, Licensee shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status and incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

I. **No City Liability.** Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the Facility.

J. **Snow and waste removal.** The City shall remove the Bob Wells Parking Lot of waste, snow and ice before the Licensee controls the Facility. Once the Licensee controls the Facility, the Licensee shall be responsible for clearing snow, ice and debris from the Facility, tents, vehicles, and any other temporary structures. All reasonable efforts will be made to keep the area clear of snow for the remainder of the Festival and use period as reflected in this Agreement. Licensee also accepts responsibility for the removal of any and all vehicles parked in areas other than the designated surface parking lot.

K. **Attendance control.** Licensee will be responsible for ensuring that the occupancy limit does not exceed the capacity set by the City Building inspectors for use areas. Licensee will be responsible for monitoring the entrances to the Facility and will ensure that entrances are staffed during operating hours.

L. **Amendments.** This Agreement cannot be altered except by written instrument, signed by both parties.

M. **Sales/Business License.** The Licensee agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event.

N. **City Use.** Licensee acknowledges Bob Wells Plaza and Parking Lot is leased exclusively to Licensee; however, the Licensee will not disrupt surrounding businesses and residents during the License period beginning Thursday, January 6, 2024 through Friday, January 26, 2024. **Licensee acknowledges it has exclusive use of the Bob Wells Plaza and Parking Lot.**

O. **Master Festival License.** The Licensee is subject to Park City Municipal Code 4A Special Events, as well as the Master Festival License and annual supplemental plans as approved on December 14, 2023 and City Services Agreement 2013 Amended and Restated, dated 10/30/13 as amended, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

P. **Notice.** Written notices under this Agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation  
Special Events Department  
P.O. Box 1480  
Park City, Utah 84060

If to Licensee: American Honda Motor Co., Inc.  
1919 Torrance Blvd.  
Torrance, California 90501

Q. **Applicable Laws.** Licensee shall obey all laws, ordinances, and regulations regarding use and occupancy of the Facility.

R. **Revocation.** If City determines that Licensee has breached the terms of this Agreement or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If monies are not paid on or before the due date specified in the Agreement and a copy of the Certificate of Insurance is not received prior to the event, the Agreement is subject to immediate cancellation by the City Manager or his designee without further notice and the deposits heretofore collected will be retained as liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

S. **Counterparts.** This License may be executed in counterparts, each of which deemed an original and all of which together will count as one and the same instrument.

T. **Electronic Signatures.** Each party agrees that the signature of the parties included in this License, whether affixed on an original document manually or later electronically transmitted or whether affixed by electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and create legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 9<sup>th</sup> day of January, 202024.

**LICENSEE:**

**AMERICAN HONDA MOTOR CO., INC.**, a  
California corporation  
1919 Torrance Blvd,  
Torrance, California 90501

DocuSigned by:  
*Carrie Smith*  
By: \_\_\_\_\_  
E5DD1BBB314614F8...  
Name Printed:  
Carrie Smith

Title: Procurement Contracts Manager

**LICENSOR:**  
**PARK CITY MUNICIPAL CORPORATION,**  
a Utah municipal corporation  
Post Office Box 1480  
Park City, UT 84060

DocuSigned by:  
*Matt Dias*  
\_\_\_\_\_  
Matt Dias, City Manager

Approved as to Form:

DocuSigned by:  
*Mark Harrington*  
\_\_\_\_\_  
Mark Harrington, City Attorney's Office

**EXHIBIT “A”**

Sundance Film Festival Master Festival License and City Services Agreement

<https://www.parkcity.org/home/showpublisheddocument/69410/637412157810770000>



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED American Honda Motor Co., Inc. 1919 Torrance Blvd Torrance, CA 90501
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Host Liquor Liability coverage is not excluded under the GL Policy as per ISO form CG 00 01 04/13.

Park City Municipal is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional insured with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company

NAIC#: 37885

POLICY NUMBER: RWE943547509      EFF DATE: 10/01/2023      EXP DATE: 10/01/2024

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers' Compensation & Employers' Liability Per Statute	E.L. Each Accident	\$1,000,000
	E.L. Disease-EA Empl	\$1,000,000
	E.L. Disease-Pol Lmt	\$1,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2023

**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> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 EMAIL: certificates@willis.com														
APPROVED															
<b>INSURED</b> George P. Johnson 1914 Taylor Point Road Auburn Hills, MI 48326	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company of Ame</td> <td>25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of Ame	25674	INSURER B: Travelers Indemnity Company	25658	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: W31675093** **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TC2JGLSA-117D4225-TIL- 23	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TJCAP-117D4237-TIL-23	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-9T593826-23-NF	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-9P832992-23-51-K	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Workers Compensation and Employers' Liability (Retro)</b> Per Statute		Y	UB-3R97789A-23-51-R	11/01/2023	11/01/2024	E. L. Each Accident \$1,000,000 E.L.Disease-Pol Limit \$1,000,000 E.L. Disease-Each Emp \$1,000,000

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

Dates: January 6th- January 26th 2024

Location: Bob Wells Parking Lot Park City Utah

Licensors, and its officers, agents, and employees are included as an Additional Insured as respects to General Liability when agreed in a written contract, written agreement, or permit, Auto Liability when agreed in a written contract or written agreement, and Umbrella/Excess Liability.

**CERTIFICATE HOLDER**

**CANCELLATION**

Park City Municipal Corporation PO Box 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED George P. Johnson 1914 Taylor Point Road Auburn Hills, MI 48326
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds if agreed in a written contract, written agreement, or permit. Auto Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds when agreed in a written contract or written agreement. Umbrella/Excess Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of additional insureds with respects to General Liability when a contract, agreement or permit has been executed prior to the injury or damage, Auto Liability when agreed in a written contract that requires such waiver, and Umbrella/Excess Liability.

Waiver of Subrogation applies in favor of additional insureds with respects to Workers Compensation as permitted by law.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- 1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

**b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:**

- (1) Any covered "auto" you lease, hire, rent or borrow; and**
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your**

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

**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 Person or Organization:**

Any person or organization that you agreed in a written contract or agreement to include as an additional insured on this Coverage Part, provided that such written contract or agreement was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed and only for the minimum limits of insurance agreed to in such written contract or agreement, or the limits of insurance of this policy, whichever is less.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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

(1) All work, including materials, parts or equipment furnished in connection with

such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(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.

POLICY NUMBER: TC2J-GLSA-117D4225-TIL-23

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 11-28-23

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGEPART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agreed in a written contract or agreement to include as an additional insured on this Coverage Part, provided that such written contract or agreement was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs and only for the minimum limits of insurance agreed to in such written contract or agreement, or the limits of insurance of this policy, whichever is less.

**Location And Description Of Completed Operations**

Any location or operation pursuant to a written contract or agreement between you and the additional insured.

**Location And Description Of Completed Operations**

See above

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

**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".

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)–  
AUTOMATIC**

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

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has

waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.