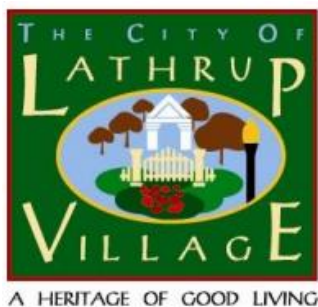




Downtown Development Authority

Friday, September 18, 2026 at 12:00 PM

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Approval of Minutes**
 - [A.](#) August DDA Regular Meeting Minutes
5. **Consent Agenda**
 - [A.](#) Monthly Financial Reports
 - [B.](#) Monthly Code Enforcement Report
6. **Public Comment (*speakers are limited to 3 minutes*)**
7. **Old Business**
 - A. LVMF Post Event Update
8. **New Business**
 - [A.](#) Flock Camera Lease Renewal-Presentation by Flock Representatives
 - [B.](#) Holiday Lights - Request for Quotes
9. **DDA Director Report**
 - [A.](#) DDA Director Report
10. **Public Comment**
11. **Board Member Comment**
12. **Adjourn**

Downtown Development Authority Meeting**Friday, August 21, 2026****Meeting Minutes****12:01 PM: Call to Order.****Roll Call**

Pamela Shermeyer	Present
Charlotte Jones	Present
Tracey Williams	Present
Bruce Kantor	Absent (Ex.)
Alex Green IV	Absent (Unex.)
Patricia Felton	Present
Mike Greene	Present
Lisa Burr	Present
Jeff Fitzyk	Absent (Ex).

Mike Greene makes a motion to excuse the absences of Bruce Kantor and Jeff Fitzyk. Tracey Williams seconds. The motion passes unanimously.

12:02 PM: Approval of Agenda

Prior to approval of the minutes, Pam Shermeyer confirms that DDA Staff has asked the board to make an amendment to the agenda. Move Item 8E- The Façade and Sign Grant Guidelines, and 8F- the Application from Pro Chiropractic to the top of the “New Business” tab of the agenda, by request of the business owner.

Charlotte Jones makes a motion to approve the agenda with the changes stated. Tracey Williams seconds. The motion passes unanimously.

12:03 PM: Approval of Minutes

Mike Greene makes a motion to approve the July 2026 meeting minutes. Tracey Williams seconds. The motion passes unanimously.

12:04 PM: Consent Agenda

Pam Shermeyer notes that the Code Enforcement Report has enforcements against residents again. DDA Staff confirm they are working through that problem and should have it fixed by the next meeting. Mike Greene makes a motion to approve the Consent Agenda. Charlotte Jones seconds. The motion passes unanimously.

12:05 PM: Public Comment

No public comments.

12:05 PM: Old Business

Lauren Beras presents updates about the LVMF to the DDA Board. Chase is a Community Sponsor with a \$3,000 sponsorship to cover the Family Fun Zone.

This will be a record breaking year as the LVMF has 55 volunteers, including all of the volunteers from last years' event, save for 12 who had conflicting schedules. 22 new volunteers signed up, not including the parking crew that was hired.

Parking is officially off-site. Handicap parking is north of city hall at the school property. There will be golf cart shuttles to pick up and drop of attendees with marked signs. All other parking is on the school property and the Community Congregational church.

There will be close to, if not more than 50 vendors at this years event, including a photo booth on the north end, 3 authors, an interior design, Clean Express Car Wash (giving out 1000 premium car washes valued at \$26), 2 child entrepreneurs, a Vegan booth with homemade goodies, crafters, Southfield Public Library and Fire Department, a resident inventor, companies for homeowners that need certain repairs, a resident initiative for Sarrackwood Park, and more.

Lauren and PD Command Staff will be marking off all vendor tent spaces on either Thursday or Friday, depending on the weather. During setup, lots will be blocked off to allow vendors to install their tents. Vendor parking will be at the MEA lot with a shuttle to bring them back to the grounds. This service ends at 11:45 AM. Vendor tear down will be discussed by staff later before reminder emails go out.

The event is being well promoted through local newspapers and social media. Chief Zang has the final word for calling the festival due to inclement weather.

12:13 PM: New Business

DDA Façade Grant and Sign Grant Budget: Janet Bloom presents- Currently, the money set aside for the programs come from the general fund of the DDA Ledger. The question is posed if the Board wants to keep it at the levels they are currently at (Façade: \$20,000; Sign \$10,000), or if there are any changes to make. A recommendation from DDA Staff is to leave it at that level, since Staff is receiving inquiries regarding the grants.

Tracey Williams asks if Staff have received any interests or inquiries about larger amounts, or different grant opportunities. Staff advises that there hasn't been much interest, but the belief is that once work begins, then interest will grow.

No action is taken from the board, meaning the grants stay at their current level.

Façade Grant and Sign Grant Application Review – Pro Chiropractic:

Janet Bloom presents- Pro Chiropractic is a new business in the city, and they put in an application for both the Façade and Sign grant programs. DDA Staff reviewed the applications and determined the Façade Grant Application does not meet the guidelines specifications, but the Sign Grant Application does. Staff presents a Memo to the board with the criteria grades from the application, and recommend disapproving the Façade Grant Application but approving the Sign Grant Application.

Mike Greene makes a motion to decline the Façade Grant Application due to the scope of work falling outside of the guidelines of the program, and approve the Sign Grant Application worth \$2,500 to Pro Chiropractic. Dr. Felton seconds the motion. The motion passes unanimously.

RFQ 11 Mile Road Maintenance: Janet Bloom presents and explains that DDA Staff are trying to get ahead of the curve when it comes to the annual RFQ's for things like snow removal, holiday lights and general landscaping. Because of this, they are presenting all current RFQ languages for the Board to review and approve before posting them online. Some points Staff wanted to amend was the deadline for applications, and turning the RFQ's into a multi-year contract. Staff explain

the contract with Paradise Gardens for 11 Mile Road Maintenance has a two-year option to the contract, which after discussions with Paradise, it has been determined that the 2nd year option will not be exercised, due to adjustments all parties wish to make for logistics purposes.

Pam Shermeyer makes suggestions for the maintenance RFQ. She confirms that she will send her recommendations to DDA Staff so they can make adjustments. The Board has a long discussion about the changes they want to see to the contract. Due to the amount of changes made, the Board opts to approve and post pending the amendments made.

Mike Greene makes a motion to approve based on the changes. Lisa Burr seconds. The motion passed unanimously.

RFQ Snow Removal: Janet Bloom presents- This contract is an exact copy of the previous year's contract, and Staff are asking the Board to review it and recommend any changes before they start accepting applications. Staff is looking to lock in a contractor for three years. The Board discusses the 12-hour timeline in the contract, where the contractor has to be out within 12 hours of snowfall to clear the roads and sidewalks, but deem this to be average.

Tracey Williams makes a motion to approve the Snow Removal RFQ. Charlotte Jones seconds. The motion passed unanimously.

RFQ Holiday Lights: Janet Bloom presents- the city's current holiday lighting contractor asked for a new contract, deferring the second-year option to last year's contract. As such, per policy, Staff must send out a new RFQ and entertain proposals from other contractors. Staff would like to get the RFQ out as soon as possible so the Board can review and approve a contract at the September meeting. The Board notes this contract is the same as the one from 2025. The Board does announce their desire for a multi-year contract.

Pam Shermeyer makes a motion to approve the Holiday Lights RFQ for a 3-year period. Lisa Burr seconds the motion. The motion passes unanimously.

RFQ DDA Owned Parcel Development: Mike Greene presents- The famous "Triangle Parcel" behind the Community Congregational Church is a DDA-owned property that the DDA has been trying to sell for a few years now. Last year, the DDA entertained a proposal but the prospective buyer backed out and would not counter our offers. It's not a guarantee that the DDA will sell the property, just entertaining possibilities that may lead to

something. Ultimately, the DDA Board has a final say on the sale of a property.

Dr. Felton makes a motion to approve the RFQ to develop the DDA Owned Parcel. Tracey Williams seconded the motion. The motion passed unanimously.

Irrigation Repair – Paradise Garden Landscaping: Janet Bloom presents- the irrigation system at city hall is currently inoperable and requires fixing along the control and a module. Total cost is \$1,363.29. The DDA Board infers that there will be collateral damage costs to the repairs, assuming they will lose trees and bushes to the repair.

Dr. Felton asks if the DDA has an emergency fund, as something like this may constitute an emergency for repairs. Mike Greene adds that this is well within the budget, but DDA Director Janet Bloom's spending limit is only \$1,000, so the Board would have to approve any purchases, even if emergency purchases, due to the cost. There seems to be an agreement by the Board to increase the purchase limit, but that will be for another meeting.

Mike Greene makes a motion to approve the Paradise Garden Irrigation Repairs. Lisa Burr seconds the motion. The motion passes unanimously.

12:51 PM DDA Director Report

Janet Bloom passes the baton to DDA Project Coordinator Tom Kennedy to discuss Recast City Program updates. DDA Staff have held events and meetings with business owners and local artisan makers, finding out what works well for them and gauging interest in moving operations to Lathrup Village, getting the word out there that the city is making strides to accept artisans into the business district. Property owners have been difficult to talk to but Staff will follow up. Staff is also bringing forth an Artisan Manufacturing ordinance to Planning Commission. Staff is preparing for the "graduation" from the program, which would introduce the city to big vendors and financiers who may assist in developing programming for artisans and maker spaces alike.

Janet Bloom takes over the presentation and speaks about the Master Plan. We are awaiting updates from Giffels Webster as they complete their review from the Open House data they collected in July.

Property Updates: Formerly Papa's Pizza - 28901 Southfield Road – is turning into Havana's Burgers and Tacos

Formerly Olga's - 17651 12 Mile Road – interior renovation happening. More details to come.

Bro's Eatery - 28851 Southfield Road – Should be opening soon!

Available lease location: 28801 Southfield Road #300, Lathrup Village, MI 48076. Was formerly the Bellviso Global Aesthetics.

Special Land Use Application: 28939 Southfield Road, Lathrup Village, MI 48076 (Exxon Gas Station). Application to add a liquor license. Application will be reviewed at next Planning Commission meeting on Tuesday, August 18, at 6:00 pm. Public comments are welcome.

Main Street Oakland County quarterly stats were pulled together and turned in by the July 31st deadline.

Staff will send out the RFP's/RFQ's discussed today.

The LV Tree Committee was awarded a \$75,000 DNR grant. More details to come.

For Your Calendar:

Food Truck Friday – August 21 at 4:30 pm

Recast City – program with Southfield Chamber of Commerce, August 25 at the chamber, 4:00 – 6:00 pm. Event to introduce program to the chamber membership.

Road Rage 5K – August 29

September 12 (rain date 13) – LV Music Festival

September 22 – How to Avoid Fraud – with Chase Bank and Lathrup Village Police. 5:30 pm City Hall.

September 29 – SBA Lender Matchmaking, 1 – 4 pm, at Southfield Public Library

1:04 PM

Public Comment

John Suosanis speaks to the holiday lights and agrees the crews did a great job on the building, but the tree for the Tree Lighting Ceremony left something to be desired. He also asks if the Paradise contract was an RFQ or if that a one-time purchase. He is excited to see the DDA open an

RFQ on the DDA-Owned parcel as it gets more eyes on the project and opens more potential. He also asks if the RFQ's can have more time added onto them, as 3 weeks may not give enough time.

Bob Beras speaks to the new Flagpole installed earlier this week. He thanks Mike Greene for his help, but also Tim Hillman, Chuck Snelling and others for their help and donations to install the flag pole for alternative flags, like the Pride and the Juneteenth flags.

Dr. Ray Hillenbrand introduces himself to the board. He is a new business in Lathrup Village, moved from Beverly Hills and opened up at the start of May. He has made improvements to his building and thanks the Board for the approval of his Sign Grant, as he looks to make more improvements. He's looking to do more events in the future with and for the DDA.

Lauren Beras speaks, adding that Dr. Ray has a booth at the LVMF this year.

1:12 PM Board Member Comments

Lisa Burr speaks to the Code Enforcement along the business district. Dr. Felton adds that recently, her property owner repaved the whole lot, and credits the Code Enforcement for this work. DDA Project Coordinator Tom Kennedy adds that the new Code Enforcement Officer has hit the ground running, speaking to business and property owners and already the city is seeing results. Lisa Burr gives her compliments to Staff for their work.

She also brings up what was briefly discussed at the last meeting about Trash Bins along the DDA District and what would be the process to start that purchase. Staff advise this is still on their list. Their process would be to present a map of areas that they would install the bins, but also they would have to create a maintenance schedule and payment for that. Staff needs time to pull this together.

Lisa Burr also inquires about recycle bins as well. Mike Greene adds that businesses are responsible for their own individual recycling. Lathrup Village does not require this, but businesses can add that for themselves.

Finally, Lisa follows up with the conversation from last month regarding extra hours for Parks and Recreation support. Janet Bloom adds that there has not been any movement, but Mike Greene adds some context: DDA Project Coordinator Tom Kenendy is fully paid by the DDA making him a full-time DDA Staffer. His work for P&R has been voluntary when he

has time. He also adds that Tom's 4-hours of work was when he was a Part-Time employee, and they could grant him extra time. Now that he is full-time, there is no dedicated 4-hours for that position.

Pam Shermeyer follows up with John's public comment and wants to know if that would be in the DDA's best interest. Mike Greene says and RFQ is for qualifications rather than bid pricing. We're testing the waters to see what investors want to put there. An RFP would be more for formal proposals for the sale and development of the property.

1:20 PM: Adjournment

Mike Greene makes a motion to adjourn. Tracey Williams seconds. The motion is passed unanimously. Meeting adjourned.

GL NUMBER	DESCRIPTION	2026-27	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2026 (NORMAL (ABNORMAL))	MONTH 08/31/2026 INCREASE (DECREASE)	BALANCE (NORMAL (ABNORMAL))	
Fund 494 - DDA CONSTRUCTION FUND (CAPITAL PROJECTS)						
Revenues						
Dept 000.000						
494-000.000-407.000	TIFA-CAPTURE TAXES	470,000.00	416,673.77	149,448.58	53,326.23	88.65
494-000.000-409.000	DELQ PERSONAL PROPERTY REVENUE	1,000.00	403.55	0.00	596.45	40.36
494-000.000-410.000	TAX COLLECTED OTHER	38,000.00	32,188.16	23,248.77	5,811.84	84.71
494-000.000-415.000	MISCELLANEOUS REVENUE	4,000.00	0.00	0.00	4,000.00	0.00
494-000.000-614.000	MUSIC FEST REV	29,000.00	7,378.00	654.00	21,622.00	25.44
494-000.000-665.000	INVESTMENT INTEREST	30,000.00	4,882.89	1,765.86	25,117.11	16.28
Total Dept 000.000		572,000.00	461,526.37	175,117.21	110,473.63	80.69
TOTAL REVENUES		572,000.00	461,526.37	175,117.21	110,473.63	80.69
Expenditures						
Dept 000.000						
494-000.000-701.000	SALARIES FULL-TIME	184,736.00	21,564.18	11,512.77	163,171.82	11.67
494-000.000-702.000	SALARIES PART-TIME	0.00	(67.63)	951.75	67.63	100.00
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	18,500.00	2,209.50	1,384.74	16,290.50	11.94
494-000.000-716.000	DEFINED CONTRIBUTION PENSION PLAN EXP	9,250.00	1,372.85	574.39	7,877.15	14.84
494-000.000-717.000	DEFINED BENEFIT PENSION PLAN CONTRIBUTI	15,000.00	2,846.10	1,423.05	12,153.90	18.97
494-000.000-718.000	HEALTH INSURANCE PREMIUMS (CURRENT EMPL	19,000.00	1,638.06	133.66	17,361.94	8.62
494-000.000-723.000	RETIREE HEALTH CARE - OPEB	1,500.00	265.32	132.66	1,234.68	17.69
494-000.000-726.000	OFFICE SUPPLIES	3,500.00	114.11	0.00	3,385.89	3.26
494-000.000-804.500	PERMIT TECH SERVICES	0.00	1,912.50	1,912.50	(1,912.50)	100.00
494-000.000-810.000	AUDITING & ACCOUNTING	1,000.00	0.00	0.00	1,000.00	0.00
494-000.000-822.000	LEGAL SERVICES	900.00	1,657.50	0.00	(757.50)	184.17
494-000.000-844.000	MAIN STREET PROGRAM	12,500.00	0.00	0.00	12,500.00	0.00
494-000.000-845.000	STREETSCAPING	19,500.00	0.00	0.00	19,500.00	0.00
494-000.000-846.000	MUSIC FESTIVAL EXP	10,000.00	5,157.49	4,020.00	4,842.51	51.57
494-000.000-882.000	PLANNING/CONSULTING FEES	20,000.00	0.00	0.00	20,000.00	0.00
494-000.000-900.000	PRINTING/PUBLICATION COSTS	2,000.00	240.00	0.00	1,760.00	12.00
494-000.000-901.000	POSTAGE FEES	250.00	0.00	0.00	250.00	0.00
494-000.000-910.000	PROFESSIONAL DEVELOPMENT / TRAINING	2,500.00	250.00	0.00	2,250.00	10.00
494-000.000-915.000	MEMBERSHIPS	500.00	0.00	0.00	500.00	0.00
494-000.000-933.000	REPAIRS & MAINTENANCE	64,500.00	10,217.34	0.00	54,282.66	15.84
494-000.000-941.000	CONTINGENCY	66,864.00	0.00	0.00	66,864.00	0.00
494-000.000-955.000	MISCELLANEOUS EXPENDITURES	24,000.00	3,487.69	0.00	20,512.31	14.53
494-000.000-968.001	DEPRECIATION INFRASTRUCTURE	40,000.00	0.00	0.00	40,000.00	0.00
494-000.000-970.000	CAPITAL EXPENDITURE	26,000.00	1,742.42	0.00	24,257.58	6.70
494-000.000-971.000	SIGN GRANT PROGRAM	10,000.00	0.00	0.00	10,000.00	0.00
494-000.000-971.001	FACADE GRANT PROGRAM	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 000.000		572,000.00	54,607.43	22,045.52	517,392.57	9.55
TOTAL EXPENDITURES		572,000.00	54,607.43	22,045.52	517,392.57	9.55
Fund 494 - DDA CONSTRUCTION FUND (CAPITAL PROJECTS):						
TOTAL REVENUES		572,000.00	461,526.37	175,117.21	110,473.63	80.69
TOTAL EXPENDITURES		572,000.00	54,607.43	22,045.52	517,392.57	9.55
NET OF REVENUES & EXPENDITURES		0.00	406,918.94	153,071.69	(406,918.94)	100.00

JE #	Date	Description	Reference #	OFFSETTING GL	DEBIT	CREDIT
494-000.000-001.006 FLAGSTAR (POOLED) CASH-CHECKING						
Journal CD: CD						
160074	08/14/2026	Check: FPOOL 52896	52896	Multiple		132.66
160076	08/14/2026	Check: FPOOL 52898	52898	Multiple		3,949.04
160080	08/14/2026	Check: FPOOL 52902	52902	494-000.000-202.000		600.00
160087	08/14/2026	Check: FPOOL 52909	52909	494-000.000-202.000		150.00
160088	08/14/2026	Check: FPOOL 52910	52910	494-000.000-202.000		400.00
160102	08/14/2026	Check: FPOOL 52924	52924	494-000.000-202.000		600.00
160104	08/14/2026	Check: FPOOL 52926	52926	494-000.000-202.000		500.00
160111	08/14/2026	Check: FPOOL 52933	52933	494-000.000-202.000		1,486.29
160118	08/14/2026	Check: FPOOL 52940	52940	494-000.000-202.000		400.00
160122	08/14/2026	Check: FPOOL 52944	52944	494-000.000-202.000		287.50
160123	08/14/2026	Check: FPOOL 52945	52945	494-000.000-202.000		495.00
160124	08/14/2026	Check: FPOOL 52946	52946	494-000.000-202.000		1,500.00
160126	08/14/2026	Check: FPOOL 52948	52948	494-000.000-202.000		437.50
160127	08/14/2026	Check: FPOOL 52949	52949	494-000.000-202.000		750.00
160156	08/17/2026	Check: FPOOL 205	205 (A)	Multiple		1,657.50
160165	08/17/2026	Check: FPOOL 214	214 (A)	Multiple		4,197.00
160358	08/27/2026	Check: FPOOL 52949	52949	494-000.000-202.000	750.00	
160458	08/31/2026	Check: FPOOL 52957	52957	494-000.000-202.000		600.00
160468	08/31/2026	Check: FPOOL 52967	52967	494-000.000-202.000		11.00
160470	08/31/2026	Check: FPOOL 52969	52969	494-000.000-202.000		670.00
160475	08/31/2026	Check: FPOOL 52974	52974	494-000.000-202.000		3,050.00
160476	08/31/2026	Check: FPOOL 52975	52975	494-000.000-202.000		812.50
160484	08/31/2026	Check: FPOOL 52983	52983	Multiple		62.45
160485	08/31/2026	Check: FPOOL 52984	52984	Multiple		1,742.42
160488	08/31/2026	Check: FPOOL 52987	52987	494-000.000-202.000		118.50
160492	08/31/2026	Check: FPOOL 52991	52991	494-000.000-202.000		750.00
Journal Totals					750.00	25,359.36
Journal CR: CR						
159847	08/03/2026	SUMMARY CR: 08/03/2026 LVMF (K		494-000.000-614.000	56.00	
160209	08/17/2026	SUMMARY CR: 08/17/2026 LVMF (K		494-000.000-614.000	35.00	
160256	08/20/2026	SUMMARY CR: 08/20/2026 LVMF (K		494-000.000-614.000	28.00	
160410	08/28/2026	SUMMARY CR: 08/28/2026 LVMF (K		494-000.000-614.000	535.00	
Journal Totals					654.00	0.00
Journal DTDF: DUE TO/DUE FROM						
160276	08/15/2026	TAX DISTRIBUTION (THRU 08/15/2	18615	Multiple	32,263.55	
160584	08/31/2026	TAX DISTRIBUTION (THRU 08/31/2	18691	Multiple	140,433.80	
Journal Totals					172,697.35	0.00
Journal GJ: GJ						
160330	08/02/2026	MISSION SQUARE 803046	18630	Multiple		114.85
160331	08/16/2026	MISSION SQUARE 803046	18631	Multiple		114.85
160245	08/20/2026	CASH SWEEP/POOL & MBIA CLASS	18606	Multiple	18,249.95	
160396	08/28/2026	CASH SWEEP/POOL & MBIA CLASS	18667	Multiple		18,439.75
160553	08/31/2026	CASH SWEEP/POOL & MBIA CLASS	18681	Multiple	7,281.87	
160556	08/31/2026	MERS POSTING-PD DEFINED BENEF	18682	Multiple		1,423.05
160589	08/31/2026	MERS DC/EMPOWER-MGT	18694	Multiple		91.90
160595	08/31/2026	EMPOWER-ADMIN W/O FORFEITURE	18696	Multiple		482.49
160596	08/31/2026	TO REVERSE MANUAL JOURNAL ENTR	18697	Multiple	482.49	
160647	08/31/2026	EMPOWER-ADMIN WITH FORFEITURE	18715	Multiple		482.49
Journal Totals					26,014.31	21,149.38
Journal PR: Payroll						
160246	08/02/2026	Week 33-Pay Date 08/14/2026	18607	Multiple		6,632.07
160246	08/02/2026	Week 33-Pay Date 08/14/2026	18607	Multiple		83.06
160299	08/16/2026	Week 35-Pay Date 08/28/2026	18621	Multiple		6,758.92
160299	08/16/2026	Week 35-Pay Date 08/28/2026	18621	Multiple		83.06
Journal Totals					0.00	13,557.11
Totals for 494-000.000-001.006					200,115.66	60,065.85
Balance 08/01/26:				1,613.45 CR		
Net Change:				140,049.81		
Balance 08/31/26:				138,436.36		

494-000.000-016.006 MBIA CLASS TRUST (POOLED) CASH						
Journal GJ: GJ						
160245	08/20/2026	CASH SWEEP/POOL & MBIA CLASS	18606	Multiple		18,249.95
160396	08/28/2026	CASH SWEEP/POOL & MBIA CLASS	18667	Multiple	18,439.75	
160553	08/31/2026	CASH SWEEP/POOL & MBIA CLASS	18681	Multiple		7,281.87
160590	08/31/2026	MONTHLY INTEREST POSTING	18695	Multiple	1,765.86	
Journal Totals					20,205.61	25,531.82

JE #	Date	Description	Reference #	OFFSETTING GL	DEBIT	CREDIT
494-000.000-016.006 MBIA CLASS TRUST (POOLED) CASH						
Totals for 494-000.000-016.006					20,205.61	25,531.82
Balance 08/01/26:				1,074,775.91		
Net Change:				(5,326.21)		
Balance 08/31/26:				1,069,449.70		

494-000.000-202.000 ACCOUNTS PAYABLE						
Journal AP: AP						
159317	08/01/2026	BLUE CARE NETWORKVnd: BLUECARE	261880056488	Multiple		132.66
159502	08/01/2026	BLUE CARE NETWORKVnd: BLUECARE	261880015160	Multiple		133.66
160035	08/03/2026	GARRETT EVANSVnd: G EVANS Invo	08.03.26 1OF2	494-000.000-846.000		300.00
160441	08/12/2026	NEIL T SEVERVnd: NEIL T Invoic	JENSON2026 2OF2	494-000.000-846.000		3,050.00
160447	08/12/2026	LAUREN ANN-SOOK ZAJDELVnd: SOO	09122026 BERASL	494-000.000-846.000		670.00
160448	08/17/2026	STANDARD INSURANCE COMPANYVnd:	08.17.26	Multiple		62.45
160500	08/25/2026	MCKENNA & ASSOC.Vnd: MCKENNA I	26-048-1	Multiple		1,912.50
Journal Totals					0.00	6,261.27

Journal CD: CD						
160074	08/14/2026	Check: FPOOL 52896	52896	Multiple	132.66	
160076	08/14/2026	Check: FPOOL 52898	52898	Multiple	3,949.04	
160080	08/14/2026	Check: FPOOL 52902	52902	494-000.000-001.006	600.00	
160087	08/14/2026	Check: FPOOL 52909	52909	494-000.000-001.006	150.00	
160088	08/14/2026	Check: FPOOL 52910	52910	494-000.000-001.006	400.00	
160102	08/14/2026	Check: FPOOL 52924	52924	494-000.000-001.006	600.00	
160104	08/14/2026	Check: FPOOL 52926	52926	494-000.000-001.006	500.00	
160111	08/14/2026	Check: FPOOL 52933	52933	494-000.000-001.006	1,486.29	
160118	08/14/2026	Check: FPOOL 52940	52940	494-000.000-001.006	400.00	
160122	08/14/2026	Check: FPOOL 52944	52944	494-000.000-001.006	287.50	
160123	08/14/2026	Check: FPOOL 52945	52945	494-000.000-001.006	495.00	
160124	08/14/2026	Check: FPOOL 52946	52946	494-000.000-001.006	1,500.00	
160126	08/14/2026	Check: FPOOL 52948	52948	494-000.000-001.006	437.50	
160127	08/14/2026	Check: FPOOL 52949	52949	494-000.000-001.006	750.00	
160156	08/17/2026	Check: FPOOL 205	205 (A)	Multiple	1,657.50	
160165	08/17/2026	Check: FPOOL 214	214 (A)	Multiple	4,197.00	
160358	08/27/2026	Check: FPOOL 52949	52949	494-000.000-001.006		750.00
160458	08/31/2026	Check: FPOOL 52957	52957	494-000.000-001.006	600.00	
160468	08/31/2026	Check: FPOOL 52967	52967	494-000.000-001.006	11.00	
160470	08/31/2026	Check: FPOOL 52969	52969	494-000.000-001.006	670.00	
160475	08/31/2026	Check: FPOOL 52974	52974	494-000.000-001.006	3,050.00	
160476	08/31/2026	Check: FPOOL 52975	52975	494-000.000-001.006	812.50	
160484	08/31/2026	Check: FPOOL 52983	52983	Multiple	62.45	
160485	08/31/2026	Check: FPOOL 52984	52984	Multiple	1,742.42	
160488	08/31/2026	Check: FPOOL 52987	52987	494-000.000-001.006	118.50	
160492	08/31/2026	Check: FPOOL 52991	52991	494-000.000-001.006	750.00	
Journal Totals					25,359.36	750.00
Totals for 494-000.000-202.000					25,359.36	7,011.27
Balance 08/01/26:				12,364.16		
Net Change:				(18,348.09)		
Balance 08/31/26:				5,983.93 DR		

494-000.000-407.000 TIFA-CAPTURE TAXES						
Journal DTDF: DUE TO/DUE FROM						
160276	08/15/2026	TAX DISTRIBUTION (THRU 08/15/2	18615	Multiple		26,761.67
160584	08/31/2026	TAX DISTRIBUTION (THRU 08/31/2	18691	Multiple		122,686.91
Journal Totals					0.00	149,448.58
Totals for 494-000.000-407.000					0.00	149,448.58
Balance 08/01/26:				267,225.19		
Net Change:				149,448.58		
Balance 08/31/26:				416,673.77		

494-000.000-410.000 TAX COLLECTED OTHER						
Journal DTDF: DUE TO/DUE FROM						
160276	08/15/2026	TAX DISTRIBUTION (THRU 08/15/2	18615	Multiple		5,501.88
160584	08/31/2026	TAX DISTRIBUTION (THRU 08/31/2	18691	Multiple		17,746.89
Journal Totals					0.00	23,248.77

JE #	Date	Description	Reference #	OFFSETTING GL	DEBIT	CREDIT
494-000.000-410.000 TAX COLLECTED OTHER						
Totals for 494-000.000-410.000					0.00	23,248.77
Balance 08/01/26:				8,939.39		
Net Change:				23,248.77		
Balance 08/31/26:				32,188.16		
494-000.000-614.000 MUSIC FEST REV						
Journal CR: CR						
159847	08/03/2026	SUMMARY CR: 08/03/2026 LVMF (K		494-000.000-001.006		56.00
160209	08/17/2026	SUMMARY CR: 08/17/2026 LVMF (K		494-000.000-001.006		35.00
160256	08/20/2026	SUMMARY CR: 08/20/2026 LVMF (K		494-000.000-001.006		28.00
160410	08/28/2026	SUMMARY CR: 08/28/2026 LVMF (K		494-000.000-001.006		535.00
Journal Totals					0.00	654.00
Totals for 494-000.000-614.000					0.00	654.00
Balance 08/01/26:				6,724.00		
Net Change:				654.00		
Balance 08/31/26:				7,378.00		
494-000.000-665.000 INVESTMENT INTEREST						
Journal GJ: GJ						
160590	08/31/2026	MONTHLY INTEREST POSTING	18695	Multiple		1,765.86
Journal Totals					0.00	1,765.86
Totals for 494-000.000-665.000					0.00	1,765.86
Balance 08/01/26:				3,117.03		
Net Change:				1,765.86		
Balance 08/31/26:				4,882.89		
494-000.000-701.000 SALARIES FULL-TIME						
Journal PR: Payroll						
160246	08/02/2026	Week 33-Pay Date 08/14/2026	18607	Multiple	5,754.78	
160299	08/16/2026	Week 35-Pay Date 08/28/2026	18621	Multiple	5,757.99	
Journal Totals					11,512.77	0.00
Totals for 494-000.000-701.000					11,512.77	0.00
Balance 08/01/26:				10,051.41		
Net Change:				11,512.77		
Balance 08/31/26:				21,564.18		
494-000.000-702.000 SALARIES PART-TIME						
Journal PR: Payroll						
160246	08/02/2026	Week 33-Pay Date 08/14/2026	18607	Multiple	418.50	
160299	08/16/2026	Week 35-Pay Date 08/28/2026	18621	Multiple	533.25	
Journal Totals					951.75	0.00
Totals for 494-000.000-702.000					951.75	0.00
Balance 08/01/26:				1,019.38 CR		
Net Change:				951.75		
Balance 08/31/26:				67.63 CR		
494-000.000-703.000 EMPLOYEE TAXES & BENEFITS						
Journal AP: AP						
160448	08/17/2026	STANDARD INSURANCE COMPANYEMPL 08.17.26		Multiple	62.45	
Journal Totals					62.45	0.00
Journal GJ: GJ						
160330	08/02/2026	MISSION SQUARE 803046	18630	Multiple	114.85	
160331	08/16/2026	MISSION SQUARE 803046	18631	Multiple	114.85	
Journal Totals					229.70	0.00
Journal PR: Payroll						
160246	08/02/2026	Week 33-Pay Date 08/14/2026	18607	Multiple	83.06	
160246	08/02/2026	Week 33-Pay Date 08/14/2026	18607	Multiple	458.79	
160299	08/16/2026	Week 35-Pay Date 08/28/2026	18621	Multiple	83.06	
160299	08/16/2026	Week 35-Pay Date 08/28/2026	18621	Multiple	467.68	
Journal Totals					1,092.59	0.00

JE #	Date	Description	Reference #	OFFSETTING GL	DEBIT	CREDIT
494-000.000-703.000 EMPLOYEE TAXES & BENEFITS						
Totals for 494-000.000-703.000					1,384.74	0.00
		Balance 08/01/26:		824.76		
		Net Change:		1,384.74		
		Balance 08/31/26:		2,209.50		
494-000.000-716.000 DEFINED CONTRIBUTION PENSION PLAN EXP						
Journal GJ: GJ						
160589	08/31/2026	MERS DC/EMPOWER-MGT	18694	Multiple	91.90	
160595	08/31/2026	EMPOWER-ADMIN W/O FORFEITURE	18696	Multiple	482.49	
160596	08/31/2026	TO REVERSE MANUAL JOURNAL ENTR	18697	Multiple		482.49
160647	08/31/2026	EMPOWER-ADMIN WITH FORFEITURE	18715	Multiple	482.49	
Journal Totals					1,056.88	482.49
Totals for 494-000.000-716.000					1,056.88	482.49
		Balance 08/01/26:		798.46		
		Net Change:		574.39		
		Balance 08/31/26:		1,372.85		
494-000.000-717.000 DEFINED BENEFIT PENSION PLAN CONTRIBUTIO						
Journal GJ: GJ						
160556	08/31/2026	MERS POSTING-PD DEFINED BENEF	18682	Multiple	1,423.05	
Journal Totals					1,423.05	0.00
Totals for 494-000.000-717.000					1,423.05	0.00
		Balance 08/01/26:		1,423.05		
		Net Change:		1,423.05		
		Balance 08/31/26:		2,846.10		
494-000.000-718.000 HEALTH INSURANCE PREMIUMS (CURRENT EMPL)						
Journal AP: AP						
159502	08/01/2026	BLUE CARE NETWORKSUBGROUP 1	261880015160	Multiple	133.66	
Journal Totals					133.66	0.00
Totals for 494-000.000-718.000					133.66	0.00
		Balance 08/01/26:		1,504.40		
		Net Change:		133.66		
		Balance 08/31/26:		1,638.06		
494-000.000-723.000 RETIREE HEALTH CARE - OPEB						
Journal AP: AP						
159317	08/01/2026	BLUE CARE NETWORKSUBGROUP 3	261880056488	Multiple	132.66	
Journal Totals					132.66	0.00
Totals for 494-000.000-723.000					132.66	0.00
		Balance 08/01/26:		132.66		
		Net Change:		132.66		
		Balance 08/31/26:		265.32		
494-000.000-804.500 PERMIT TECH SERVICES						
Journal AP: AP						
160500	08/25/2026	MCKENNA & ASSOC.PERMIT TECH SE	26-048-1	Multiple	1,912.50	
Journal Totals					1,912.50	0.00
Totals for 494-000.000-804.500					1,912.50	0.00
		Balance 08/01/26:		0.00		
		Net Change:		1,912.50		
		Balance 08/31/26:		1,912.50		
494-000.000-846.000 MUSIC FESTIVAL EXP						
Journal AP: AP						
160035	08/03/2026	GARRETT EVANSMUSIC FESTIVAL EX	08.03.26 1OF2	494-000.000-202.000	300.00	
160441	08/12/2026	NEIL T SEVERMUSIC FESTIVAL EXP	JENSON2026 2OF2	494-000.000-202.000	3,050.00	
160447	08/12/2026	LAUREN ANN-SOOK ZAJDELMUSIC FE	09122026_BERASL	494-000.000-202.000	670.00	
Journal Totals					4,020.00	0.00

User: JESSICA

FROM 494-000.000-000.000 TO 494-000.000-971.001

DB: Lathrup

TRANSACTIONS FROM 08/01/2026 TO 08/31/2026

Item 5A.

JE #	Date	Description	Reference #	OFFSETTING GL	DEBIT	CREDIT
494-000.000-846.000 MUSIC FESTIVAL EXP						
Totals for 494-000.000-846.000					4,020.00	0.00
Balance 08/01/26:				1,137.49		
Net Change:				4,020.00		
Balance 08/31/26:				5,157.49		

Fund 494 DDA CONSTRUCTION FUND (CAPITAL PROJECTS)

GL Number	Description	Balance
*** Assets ***		
494-000.000-001.006	FLAGSTAR (POOLED) CASH-CHECKING	138,436.36
494-000.000-016.006	MBIA CLASS TRUST (POOLED) CASH	1,069,449.70
494-000.000-028.096	TAXES RECEIVABLE-PERSONAL PROP	18,862.52
494-000.000-040.000	ACCOUNTS RECEIVABLE-OTHERS	(1,500.00)
494-000.000-141.001	INFRASTRUCTURE	1,080,071.69
494-000.000-177.000	NON DEPRECIABLE-CAPITAL ASSETS	73,631.00
494-000.000-177.001	DEPRECIABLE ASSETS	75,432.25
494-000.000-193.000	ACCUMULATED DEPRECIATION	(340,808.22)
Total Assets		2,113,575.30
*** Liabilities ***		
494-000.000-202.000	ACCOUNTS PAYABLE	(5,983.93)
494-000.000-295.000	DEFERRED REVENUE-PERSONAL PRO	18,862.52
Total Liabilities		12,878.59
*** Fund Balance ***		
494-000.000-370.000	FUND BALANCE-NONSPENDABLE PREPAID	1,504.40
494-000.000-390.000	FUND BALANCE-UNASSIGNED	733,078.60
494-000.000-391.000	FUND BALANCE-NET INVESTMENT IN CA	888,327.00
Total Fund Balance		1,622,910.00
Beginning Fund Balance - 25-26		1,622,910.00
Net of Revenues VS Expenditures - 25-26		70,867.77
*25-26 End FB/26-27 Beg FB		1,693,777.77
Net of Revenues VS Expenditures - Current Year		406,918.94
Ending Fund Balance		2,100,696.71
Total Liabilities And Fund Balance		2,113,575.30

* Year Not Closed

Enforcements By Category

09/15/26

Item 5B.

ACCUMULATION OF RUBBISH C

Enforcement Number	Address	Status	Filed	Closed
17651 W 12 MILE RD		Inspection of Complaint	08/07/26	08/26/26
Received complaint regarding trash & debris in the rear and in front of this former restaurant. Follow up required.				

Total Accumulation of Rubbish or Garbage Entries: 1

ADDRESS NUMBERS

Enforcement Number	Address	Status	Filed	Closed
27440 GOLDENGATE W DR		Door Tagged, Letter Sent	08/05/26	
No visible address on front of residence. Violation notice issued.				

Total Address Numbers Entries: 1

BUILDING MAINTENANCE ISSUES

Enforcement Number	Address	Status	Filed	Closed
27601 SOUTHFIELD RD		Inspection of Complaint	08/07/26	
Received information regarding inoperable rest room at this business place. Spoke with a male employee who stated employees				

Total Building Maintenance Issue Entries: 1

DEBRIS

Enforcement Number	Address	Status	Filed	Closed
28851 SOUTHFIELD RD		Complaint Received	08/07/26	
Complaint received regarding trash and debris in rear of this vacant restaurant. Door tag violation notice issued.				
26732 SOUTHFIELD RD		Complaint Received	08/07/26	08/14/26
Complaint received regarding trash and debris in rear of building. Business closed. Follow up required.				

Total Debris Entries: 2

DITCH AND CULVERT MAINTENANCE

Enforcement Number	Address	Status	Filed	Closed
27800 SOUTHFIELD RD			08/07/26	
Complaint received regarding trash and debris in ditch area. Door tag violation notice issued.				

Total Ditch and Culvert Maintenance Entries: 1

Enforcements By Category

09/15/26

Item 5B.

DUMPSTER ENCLOSURE VIOLA'

Enforcement Number	Address	Status	Filed	Closed
28860 SOUTHFIELD RD		Dumpster - Trash & Debris	08/05/26	08/07/26
Observed excessive trash and dewbris on ground in and around dumpster which was completely full. Dumpster gates also in need of repair.				

Total Dumpster Enclosure Violation Entries: 1

HAZARDOUS SITUATION

Enforcement Number	Address	Status	Filed	Closed
18755 CAMBRIDGE BLVD		Complaint Received	08/20/26	
Complaint received regarding large tree in rear yard area that has had limbs fall on neighbors deck previously. Door tag notice issued.				

Total Hazardous Situation Entries: 1

HIGH GRASS/WEEDS, VEGETATION

Enforcement Number	Address	Status	Filed	Closed
18254 MEADOWOOD AVE		Door Tagged, Letter Sent	08/14/26	
Complaint received regarding high grass & weeds. Door tag notice issued.				
18400 MIDDLESEX AVE		Door Tagged, Letter Sent	08/12/26	
Complaint received regarding high grass, weeds and vegetation. Door tag notice issued. Also spoke with male home owner. Given 30 day notice to abate.				
28408 ELDORADO PL		Door Tagged, Letter Sent	08/14/26	
Observed property excessively overgrown with grass, weeds and vegetation in and around property including culvert/ditch area.				
17551 REDWOOD AVE		Door Tagged, Letter Sent	08/14/26	
Observed property that is excessively overgrown with weeds and vegetation. Sidewalk is blocked as well. H/O has been sited per code.				
17630 CORAL GABLES AVE		Complaint Received	08/20/26	
Complaint received regarding blighted property with high grass/weeds. No blighted property issue found. Cited H/O for high grass/weeds.				
18819 SUNNYBROOK AVE		Door Tagged, Letter Sent	08/27/26	
Received complaint regarding high grass and weeds in rear yard area. Issued door tag violation and spoke with female H/O. Advise to abate within 30 days.				

Total High Grass/Weeds, Vegetation Entries: 6

INOPERABLE VEHICLE

Enforcement Number	Address	Status	Filed	Closed
18679 RAINBOW DR		Door Tagged, Letter Sent	08/27/26	09/02/26
Previous violation notice issued on 07/10/26. Violation has not been abated. On this date vehicle is covered with a cover. Plate is obscured.				

Enforcements By Category

09/15/26

Item 5B.

Total Inoperable Vehicle Entries: 1

NO PERMIT

Enforcement Number	Address	Status	Filed	Closed
18520 WILTSHIRE BLVD		Violation Observed	08/21/26	
Observed 4 Way Cement working in rear yard area on this residential property. No permit noted for concrete work this date. Fol				

Total No Permit Entries: 1

OTHER

Enforcement Number	Address	Status	Filed	Closed
27840 LATHRUP BLVD		Inspection of Complaint	08/14/26	08/14/26
H/O Mr. Gonzalez came in to discuss complaints that have been made against the sidewalk adjacent to his property boarding L				

Total Other Entries: 1

PARKING LOT MAINTENANCE V

Enforcement Number	Address	Status	Filed	Closed
27215 SOUTHFIELD RD		Violation Observed	08/05/26	
observed parking lot area in major disrepair. Violation notice to be forwarded to property owner.				
27800 SOUTHFIELD RD		Door Tagged, Letter Sent	08/07/26	
Observed stacked cement parking blocks in rear of property creating a rodent problem. Door tag violation notice issued.				

Total Parking Lot Maintenance Violation Entries: 2

PARKING ON GRASS

Enforcement Number	Address	Status	Filed	Closed
27000 SOUTHFIELD RD		Verbal Notification	08/27/26	08/27/26
Observed a yellow Ford Mustang parked on grass under tree in rear of business. An employee was notified and said he would le				

Total Parking on Grass Entries: 1

PROPERTY MAINTENANCE VIO

Enforcement Number	Address	Status	Filed	Closed
27800 SOUTHFIELD RD		Complaint Recieved	08/07/26	

Enforcements By Category

09/15/26

Item 5B.

Complaint received regarding damaged hanging light fixtures on property. Door tag violation notice issued.

27820 RACKHAM DR	Door Tagged, Letter Sent	08/20/26
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Complaint received regarding a large pile of debris at corner of property. Observed a pile of tree stump grindings and weeds in yard.

19111 SARATOGA BLVD	Violation Observed	08/26/26
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Property appears vacant. Numerous property related violations noted. Follow up required.

18441 W GLENWOOD BLVD	Door Tagged, Letter Sent	08/26/26
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Received complaint regarding small pond full of stagnant water in rear yard area of property. Upon information and belief resident is responsible for maintenance.

17342 LINCOLN DR	Door Tagged, Letter Sent	08/27/26
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As a follow up from a previous visit to this property where I spoke with the H/O, I observed very little improvement or correction of violations.

17342 LINCOLN DR	Spoke W/ Occupant/Resident	08/21/26
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Inspection of property following complaints from neighbors regarding condition of property and actions of H/O. Spoke with H/O regarding violations.

18745 ALHAMBRA AVE	Door Tagged, Letter Sent	08/21/26
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Received complaint regarding sewer repair that had been completed several months ago and there is still a large mound of dirt in yard.

Total Property Maintenance Violation Entries: 7

RENTAL REGISTRATION & INSP

Enforcement Number	Address	Status	Filed	Closed
17555 WILTSHIRE BLVD		Letter Sent	08/18/26	

Total Rental Registration & Inspection Required Entries: 1

RV STORAGE VIOLATION

Enforcement Number	Address	Status	Filed	Closed
27943 SUNSET W BLVD		Spoke W/ Occupant/Resident	08/27/26	

Complaint received regarding storage of a boat/trailer and covered car in driveway at this location. Spoke with H/O and advised of violations.

Total RV Storage Violation Entries: 1

SIDEWALK MAINTENANCE

Enforcement Number	Address	Status	Filed	Closed
27800 SOUTHFIELD RD		Spoke W/ Occupant/Resident	08/26/26	

Complaint received regarding sidewalk trip hazard. Observed sidewalk lift of approx 2" plus at sidewalk along Southfield Rd near intersection.

Total Sidewalk Maintenance Entries: 1

Enforcements By Category

09/15/26

Item 5B.

SIDEWALK OBSTRUCTION

Enforcement Number	Address	Status	Filed	Closed
27777 SOUTHFIELD RD			08/20/26	
Complaint received regarding tree limbs impeding sidewalk in front of the business location. Spoke with store manager and adv				
28025 SUNSET W BLVD		Door Tagged, Letter Sent	08/26/26	
Complaint received regarding sidewalk obstruction at 28041 Sunset. This is actually at 28025 Sunset. Property appears to be va				
18814 SAN DIEGO BLVD		No Cause for Action	08/26/26	
Complaint received regarding a vehicle blocking sidewalk. No violation observed and no action taken.				
27837 SUNSET W BLVD		Door Tagged, Letter Sent	08/27/26	
Complaint received regarding a sidewalk obstruction at this location. (See attached photo). Attempted contact at residence W/O				

Total Sidewalk Obstruction Entries: 4

SIGN IN RIGHT OF WAY

Enforcement Number	Address	Status	Filed	Closed
28001 SOUTHFIELD RD		Inspection of Complaint	08/26/26	
Inspection of area showed no sign at NW corner based on complaint.				
27424 RAINBOW CIR		Resolved	08/26/26	08/26/26
Received complaint regarding a political sign in the general area. Observed a sign at this location in ROW. Same was removed.				
28001 SOUTHFIELD RD		Inspection of Complaint	08/26/26	08/27/26
Received complaint regarding a sign in the ROW in front of this busliess location. There was a "Entering Work Zone" sign that				

Total Sign in Right of Way Entries: 3

TRAILER STORAGE VIOLATION

Enforcement Number	Address	Status	Filed	Closed
27751 SUNSET W BLVD		Door Tagged, Letter Sent	08/27/26	
Observed a utility trailer parked/stored in rear of driveway area of residence.A previous violation is issued in this matter on 11/2				

Total Trailer Storage Violation Entries: 1

TRASH/DEBRIS SET OUT FOR C

Enforcement Number	Address	Status	Filed	Closed
27751 SUNSET W BLVD		Door Tagged, Letter Sent	08/26/26	08/27/26
Complaint received regarding a large amount of trash and debris set out too late for collection. Door tag violation notice issued.				

Enforcements By Category

09/15/26

Item 5B.

Trash/Debris set out for collection too early or too late Entries: 1

UNLICENSED AND/OR INOPERA

Enforcement Number	Address	Status	Filed	Closed
27035 MEADOWBROOK WAY		Door Tagged, Letter Sent	08/05/26	09/12/26
Observed older Lincoln (No Plate) backed into drive in front of garage. VIN: LNHM83W31Y626176.				
28534 SUNSET W BLVD		Advised	08/05/26	
Observed unlicensed vehicle Ford Escort/Black (EVG-8169/03-25) in driveway under repair. R/F wheel under vehicle. Spoke v				
17625 CORAL GABLES AVE		Vehicle Tagged	08/05/26	08/20/26
Observed a white Hyundai Somata off to the edge of the driveway (No Plate) and not completely on a hard surface. Veh also ap				
28690 SOUTHFIELD RD		Vehicle Tagged	08/05/26	08/21/26
Observed a Chev Cruze (DQG3835/01-19) with expired plate. Veh. was tagged.				
28660 SOUTHFIELD RD 160		Vehicle Tagged	08/05/26	08/21/26
Observed an older Lexus LX470 (DC24977/04-25) with expired plate. Veh. was tagged.				
28820 SOUTHFIELD RD		Vehicle Tagged	08/05/26	
Observed a Cadillac/Maroon (DYT939/03-26) with expired plate. Veh. was tagged.				
28860 SOUTHFIELD RD		Advised	08/05/26	
Observed Ford Explorer/Gray (EXH3836/04-26) with expired plate. Spoke with female vehicle owner and advised. She claims				
27800 SOUTHFIELD RD		Door Tagged, Letter Sent	08/07/26	
Observed Ford F-350 Transport (DHJ9991/07-24) parked/stored on property. Door tag violation notice issued.				
17553 ROSELAND BLVD		Door Tagged, Letter Sent	08/12/26	
Observed blue Chrys 300 (ELG1350/06-26) parked/stored on approach with severe front end damage and expired plate. Vehicle				
27561 CALIFORNIA SE DR		Vehicle Tagged	08/12/26	
Observed black Ford Taurus (No Plate) parked/stored on gravel in front of this location. Vehicle was tagged.				
26272 MEADOWBROOK WAY		Vehicle Tagged	08/12/26	
Observed blue Ford Focus with flat tires (ALV996/04-21)) parked/stored on approach with severe front end damage and expir				
28050 SOUTHFIELD RD 170		Vehicle Tagged	08/14/26	
Received complaint regarding unlicensed vehicle recently placed on property. Upon inspection found a 2008 Maroon Saturn (N				
28050 SOUTHFIELD RD 170		Door Tagged, Letter Sent	08/14/26	
Observed a 2017 Ford Edge/Black (No Plate) recently parked behind this location. Vehicle was tagged.				
27600 LATHRUP BLVD		Vehicle Tagged	08/20/26	
Observed a 2012 Blue Chev Cruze parked on drive approach without a valid plate. Vehicle was tagged.				
27851 RACKHAM DR		Door Tagged, Letter Sent	08/20/26	
Observed a white Toyota Celica (DJA 1088/12-23) parked in front of residence with an expired plate. Also noted trash cans in				

Enforcements By Category

09/15/26

Item 5B.

18511 SARATOGA BLVD	Vehicle Tagged	08/20/26
Observed a green Toyota Corrola (99AKP6/04-26) parked in fron of residence just off roadway with expired plate. Veh was tag		
18500 SARATOGA BLVD	Vehicle Tagged	08/20/26
Observed a Lt. Green Ford Fusion (EKZ 4802/08-25) parked/stored on approach in front of residence. Vehicle has been cited p		
17657 WILTSHIRE BLVD	Vehicle Tagged	08/27/26
Observed a blue 2012 Chev Cruze (No plate) parked on drive approach. Vehicle tagged.		
27837 SUNSET W BLVD	Door Tagged, Letter Sent	08/27/26
Complaint received regarding a vehicle that was delivered to this location. Observed a silver BMW backed into drieway in fron		
18130 RAMSGATE DR	Door Tagged, Letter Sent	08/27/26
Observed a Beige Buick Enclave parked/stored in driveway without a valid plate attached. It appeared that vehicle has not been		
18281 RAINBOW DR	Written Notification Issued	08/21/26
Vehicle appears to have been repaired. However, registration plate (EGV6515/10-25) appears to still be expired. Formal writte		
18190 RAMSGATE DR	Complaint Recieved	08/07/26
Complaint received regarding a Burg. Chev Suburban parked/stored in driveway for an extended period of time with flat tires. U		
18190 RAMSGATE DR	Spoke W/ Occupant/Resident	08/21/26
Follow up regarding previous violation of unlicensed/inoperable vehicle in driveway. Spoke with female H/O regarding ordinar		

Total Unlicensed and/or Inoperable Vehicle Entries: 23

VACANT COMMERCIAL PROPEI

Enforcement Number	Address	Status	Filed	Closed
28455 SOUTHFIELD RD		No Cause for Action	08/27/26	
Property appears vacant. Lacking maintenance. Check into vacant property registration ordinance.				

Total Vacant Commercial Property Entries: 1

YARD WASTE VIOLATION

Enforcement Number	Address	Status	Filed	Closed
27440 GOLDENGATE W DR		Written Notification Issued	08/05/26	
Observed brush and limbs along side of roadway. Written notice issued.				
18830 SARATOGA BLVD		Written Notification Issued	08/05/26	
Received complaint regarding brush and limbs along side of roadway. Written notice issued.				
18805 W GLENWOOD BLVD		Written Notification Issued	08/05/26	
Observed brush and limbs along side of roadway. Written notice issued.				
18491 CORAL GABLES AVE		Written Notification Issued	08/07/26	

Enforcements By Category

09/15/26

Item 5B.

Observed brush and limbs at edge of roadway in front of this property. Written notice issued.

17537 ROSELAND BLVD	Written Notification Issued	08/12/26
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Complaint received regarding an excessive amount of brush and limbs. Written notice issued.

27670 CALIFORNIA SE DR	Written Notification Issued	08/12/26
------------------------	-----------------------------	----------

Complaint received regarding an excessive amount of brush and limbs. Written notice issued.

18458 MIDDLESEX AVE	Written Notification Issued	08/14/26
---------------------	-----------------------------	----------

Complaint received regarding an excessive amount of brush and limbs. Written notice issued.

18511 SARATOGA BLVD	Written Notification Issued	08/20/26
---------------------	-----------------------------	----------

Observed a large pile of tree limbs at edge of roadway. Written notice issued.

18400 WILTSHIRE BLVD	Written Notification Issued	08/26/26
----------------------	-----------------------------	----------

Brush observed at edge of roadway. Written notification letter issued.

27568 RAINBOW CIR	Written Notification Issued	08/26/26
-------------------	-----------------------------	----------

Received complaint regarding brush at edge of roadway at 27544 Rainbow Cir. No violation noted here. Brush was observed near

27051 SOUTHFIELD RD	No Cause for Action	08/27/26	09/02/26
---------------------	---------------------	----------	----------

Received complaint regarding brush at roadway at this commercial property. No brush was observed. No violation noted. 09/02

27751 SUNSET W BLVD	Written Notification Issued	08/27/26
---------------------	-----------------------------	----------

As a follow up to trash and debris from 08/26/26, observed a small pile of brush out by the roadway. Written notification letter issued.

27821 SANTA BARBARA DR	Spoke W/ Occupant/Resident	08/27/26
------------------------	----------------------------	----------

Complaint received regarding brush and limbs at roadway. Spoke with female H/O and advised. She was also given a copy of the

27828 RAINBOW CIR	Written Notification Issued	08/27/26
-------------------	-----------------------------	----------

Observed a pile of brush by the edge of the roadway. Written notice issued.

27561 CALIFORNIA SE DR	Written Notification Issued	08/27/26
------------------------	-----------------------------	----------

Observed a pile of dead brush on edge of property. Written notification issued.

Total Yard Waste Violation Entries: 15

Total Records: 78

Enforcement.DateFiled Between
8/1/2026 12:00:00 AM AND
8/31/2026 11:59:59 PM

Total Pages8



27400 Southfield Rd
 Lathrup Village, MI 48076
 (248) 557 - 2600
www.lathrupvillage.org

To: Lathrup Village Downtown Development Authority
 From: Janet Bloom – Community & Economic Development/DDA Director
 Date: September 18, 2026
 RE: Flock Camera Lease Renewal – 1 Year Term

Background

The City of Lathrup Village has been using four (4) Flock License Plate Reader (LPR) Cameras since 2024. The Lathrup Village Downtown Development Authority (DDA) has paid for their use since the program inception and installation that year.

The City of Lathrup Village Police Department has found success with the program and supports their continued use. Police Chief Michael Zang is asking the Lathrup Village DDA to continue to provide financial backing to keep this program active for another contract year.

Attached you will find the invoices for this program since its launch. The 2024 invoice was \$15,000. The 2025 invoice initially was \$14,500 but we were credited back \$5,917.81 due to equipment issues. The final total was \$8,582.19 that year. The 2026 quote is \$14,500 for the continued use of the four (4) cameras from October 1, 2026 to September 30, 2027.

The presentation by Sgt. Keith Roberts for the Lathrup Village DDA is also included in this packet. It detailed more information about the Flock program and demonstrated the use of the cameras for cases from January through April 2025. We do know Flock cameras have been used in more cases since then.

Representatives from Flock will be in attendance at the September 18 DDA Board meeting to give further information on the program and be available to answer questions.

Recommendation: To fund the Flock LPR Cameras program at \$14,500.00 from GL#494-000.000-955.000 – Miscellaneous Expenditures, effective from October 1, 2026 to September 30, 2026.

Flock Safety + MI - Lathrup Village PD

Flock Group Inc.
3284 Northside Parkway NW, Suite 150
Atlanta, GA 30327

MAIN CONTACT:
Network Success
engage@flocksafety.com

Created Date: 08/14/2026
Expiration Date: 10/01/2026
Quote Number: Q-221193
PO Number:

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 27400 Southfield Rd Lathrup Village, Michigan 48076

Ship To: 27400 Southfield Rd Lathrup Village, Michigan 48076

Billing Company Name: MI - Lathrup Village PD
 Billing Contact Name: Michael Zang
 Billing Email Address: detective@lathrupvillage.org
 Billing Phone: (248) 663-8031

Subscription Term: 12 Months
 Renewal Term:
 Payment Terms: Net 30
 Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$14,500.00
Flock Safety Flock OS			
Flock Safety Platform -	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$14,500.00
Annual Recurring Subtotal:	\$14,500.00
Estimated Tax:	\$0.00
Contract Total:	\$14,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Product and Services Description

Flock Safety Platform Items	Product Description
One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS® to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-76086
 Invoice Date: 10/6/2025
 Due Date: 11/5/2025
 Payment Terms: Net 30
 PO#:

Bill To: MI - Lathrup Village PD
 27400 Southfield Rd
 Lathrup Village, Michigan, 48076

Ship To: MI - Lathrup Village PD
 27400 Southfield Rd
 Lathrup Village, Michigan 48076

Billing Company Name: MI - Lathrup Village PD
 Billing Contact Name: Michael Zang
 Billing Email Address: detective@lathrupvillage.org

Payment Terms: Net 30
 Contracted Billing Structure: Annual

Renewal - MI - Lathrup Village PD - New Deal: Year 1 of 12 Month Term, 2025 - 2026

Notes: (Concession credit of 5,917.81 applied. Balance due of 8,582.19)

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Unlimited Vehicle Description Alerts	1	\$0.00	\$0.00	\$0.00
Custom Hot List Deconfliction	1	\$0.00	\$0.00	\$0.00
Custom Hot List Attachments	1	\$0.00	\$0.00	\$0.00
Multi Geo Search	1	\$0.00	\$0.00	\$0.00
Visual Search	1	\$0.00	\$0.00	\$0.00
Convoy Search	1	\$0.00	\$0.00	\$0.00
Enhanced LPR Upgrade	1	\$2,500.00	\$0.00	\$2,500.00
Flock Safety LPR, fka Falcon	4	\$3,000.00	\$0.00	\$12,000.00

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety

www.flocksafety.com

Invoice Number INV-76086

Invoice Date: 10/6/2025

Due Date: 11/5/2025

Payment Terms: Net 30

PO#:

Flock Safety Platform	1	\$0.00	\$0.00	\$0.00
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Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services:

Subtotal: \$14,500.00

Sales Tax: \$0.00

Credit: \$5,917.81

Payments: \$0.00

Balance Due: \$8,582.19

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: MI - Lathrup Village PD

Invoice # INV-76086

Amount Due: **\$8,582.19**

Amount Enclosed: \$ _____



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-76086
 Invoice Date: 10/6/2025
 Due Date: 11/5/2025
 Payment Terms: Net 30
 PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
 Memo: INV-76086
 Mail to: PO Box 121923
 Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
 Account Number: 3302113966
 Account Type: Checking
 Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
 Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
 USPS: PO Box 121923
 Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
 UPS, FedEx or 891923
 USPS: 885 East Collins Boulevard,
 Suite 110
 Richardson, TX 75081

Account: MI - Lathrup Village PD

Invoice # INV-76086

Amount Due: **\$8,582.19**

Amount Enclosed: \$ _____

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-39400
 Invoice Date: 5/1/2024
 Due Date: 5/31/2024
 Payment Terms: Net 30
 PO#:

Bill To: MI - Lathrup Village PD
 27400 Southfield Rd
 Lathrup Village, Michigan, 48076

Ship To: MI - Lathrup Village PD
 27400 Southfield Rd
 Lathrup Village, Michigan 48076

Billing Company Name: MI - Lathrup Village PD
 Billing Contact Name:
 Billing Email Address:

Payment Terms: Net 30
 Contracted Billing Structure: Annual - First Year at Signing

Notes:

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	4	\$3,000.00	\$0.00	\$12,000.00
Enhanced LPR Upgrade	1	\$2,500.00	\$0.00	\$2,500.00
Professional Services - Standard Implementation Fee	4	\$125.00	\$0.00	\$500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
 Link to Location of Services:

Subtotal: \$15,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$15,000.00

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-39400
 Invoice Date: 5/1/2024
 Due Date: 5/31/2024
 Payment Terms: Net 30
 PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
 Memo: INV-39400
 Mail to: PO Box 121923
 Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
 Account Number: 3302113966
 Account Type: Checking
 Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

By paying this invoice, I, the customer, agree to the terms and conditions listed at
<https://www.flocksafety.com/terms-and-conditions>

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
 Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
 USPS: PO Box 121923
 Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
 UPS, FedEx or 891923
 USPS: 1501 North Plano Rd. ste 100
 Richardson, TX 75081

Account: MI - Lathrup Village PD

Invoice #: INV-39400

Amount Due: **\$15,000.00**

Amount Enclosed: \$ _____

The Lathrup Village Police Department

Introduction into program effectiveness:

Sgt Keith Roberts

flock safety

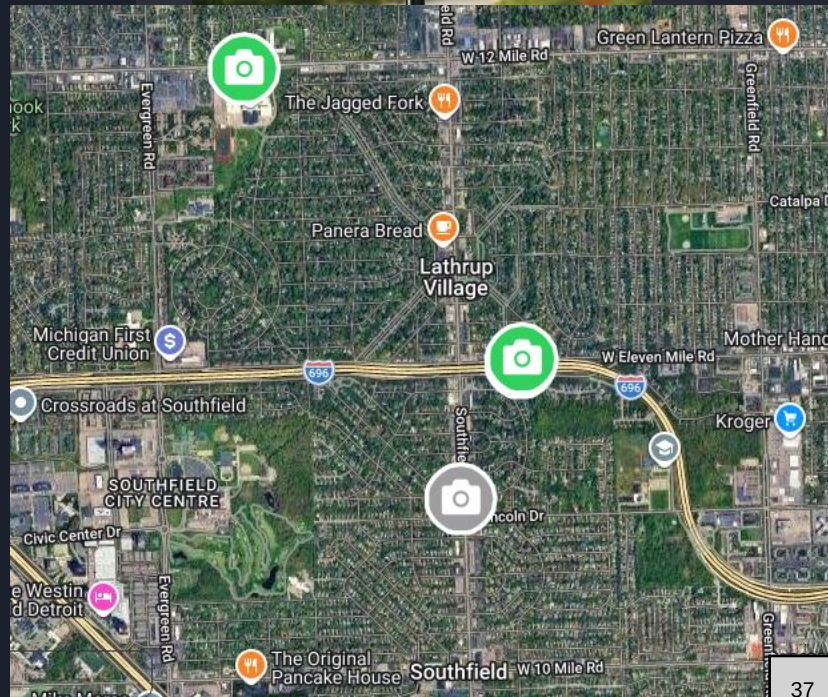
What is Flock?

At its core, Flock Safety builds and operates:

- **License plate reader cameras (ALPRs)**
→ These are cameras mounted on poles or roads that automatically scan passing cars.
- **Vehicle tracking software**
→ The cameras capture details like:
 - License plate number
 - Car make, model, and color
 - Time and location
- **Database + search tools**
→ Law enforcement can search an area for a specific make/model/color and develop a suspect in a crime that had just occurred.
- **ALERT function** notifies Law Enforcement when a high priority vehicle is passing through. I.E. Stolen car, felony wanted subject or vehicle, Amber Alert, Missing Person, and Personal Protection Orders or ERPO
- **Custom Hot List** allows investigators/patrol to be notified when a wanted vehicle is passing through the city in order to stop and ID the occupants in furtherance of a criminal investigation.



Item 8A.



FLOCK AIDING LVPD INVESTIGATIONS AND PATROL

Individual Police Departments must approve and grant permission to the LVPD to access their Flock cameras. LVPD has access to thousands of cameras nation wide. These help Detectives track suspects who come in/out from out of state like theft groups (SATG), traveling scam artists, fraudsters, and wanted subjects with active Lathrup Village arrest warrants evading arrest.

MI LEIN

4/12/2026 at 11:38:22 AM
4 hours ago

NCIC - Stolen Vehicle

Plate

Source Entry Details

F 0 RD, EPD

Device

F#002 W 11 Mile @ Lathrup Blvd WB 3,4

Estimated Location

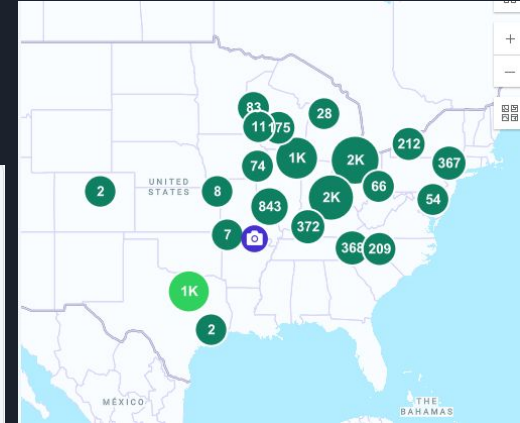
17455 W Eleven Mile Rd, Lathrup Village, Michigan 48076, US

Search Nearby Video

Mark Outcome

Open Map

Comments

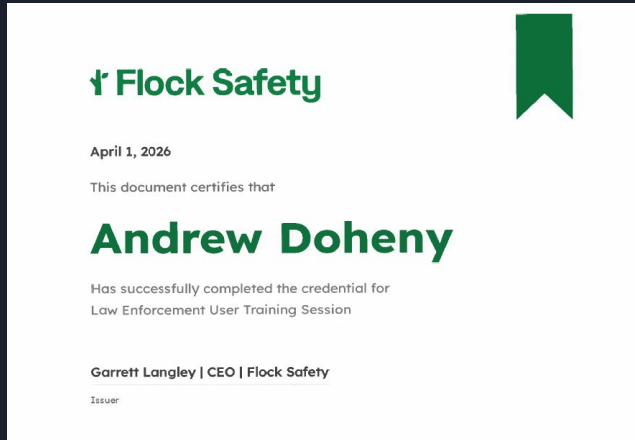


TRAINING AND POLICY

1.) Each Officer must review and sign the Policy regarding ALPR.

2.) Officers must take the required training before being granted access to use the system. Personal use of the system is strictly forbidden.

- Law Enforcement User Training Session
- Law Enforcement - Alerts Cert
- Law Enforcement - Search Cert
- Flock Mobile Application



Item 8A.



Lathrup Village Police Department

Chief of Police
Scott McKee

General Order	SUBJECT	Number of Pages	
24.04	Automated License Plate Readers	7	
<i>*This Directive Supersedes All Previously Issued Correspondence Relative To This Topic*</i>			
MLEAC Standards:		Effective Date	Revised Date
		05/17/24	

1. PURPOSE

1.1 The purpose of this policy is to provide guidance for the capture, storage, and use of digital data obtained through the use of Automated License Plate Reader (ALPR) Technology to solve crime.

2. POLICY

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. ALPRs are used by the Lathrup Village Police Department to link data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. ALPRs may also be used to gather information related to active warrants, homeland security advisories and bulletins, electronic surveillance, suspect interdiction, and stolen property recovery. It is the intent of the Department to ensure that the access and use of ALPR data is consistent with respect for individuals' privacy and civil liberties. It is also the policy of the Lathrup Village Police Department not to contribute to the criminalization of poverty. As such, ALPR technology will not be used for traffic enforcement, or the enforcement of civil judgements and immigration laws.

OVERSIGHT AND AUDITS

10. ALPR DETECTION BROWSING AUDITS

A. It is the responsibility of the Chief of Police or their designee to conduct an annual audit of the ALPR detection browsing inquiries, including an audit sampling of the ALPR system utilization from the previous 12 months to verify proper use in accordance with the authorized uses of the system. The audit shall randomly select a substantial sampling of the inquiries and determine if each inquiry meets the requirements established by policy.

B. The audit shall be documented in an internal report to the Chief of Police. The report shall include any data errors found and any violations of this policy.



To: Chief Zang

From: Sergeant Roberts

RE: 2025 Flock Audit

Date: 3/27/2026

This memo is to serve as an annual audit of the Automated License Plate Readers (ALPR) or "Flock" for the year 2025 per General Order 24.04. Flock is used in a variety of capacities in Law Enforcement. Flock assists in the apprehension of high priority vehicles traveling through the city as well as aiding in the investigations of crimes that occur within the city. The program has led to numerous traffic stops that end in arrests as well as arrest warrants issued by the Oakland County Prosecutors Office through investigations.

The Lathrup Village Police Department has established policies and procedures, along with training, to ensure public trust and the proper use of the system. The LVPD conducts annual audits of the ALPR detection browsing inquiries. The audit shall randomly select a substantial sampling of the inquiries and determine if each inquiry meets the requirements established by policy.

In the year 2025, Officers from the Lathrup Village Police Department conducted a total of 1309 searches. The search is categorized by the name of the Officer, cameras searched, time frame to be searched, license plate, reason for search, case #, and date/time stamp of when it was run. A random audit of 10% of these searches was conducted. Ten (10) searches were chosen at random per month and reviewed to verify proper procedure was followed. A list of the searches is attached to this document.

My audit and review of all randomly chosen searches for the 2025 calendar year resulted in no suspicion of improper use of the system. It appears that proper policy and procedures were conducted on the samples chosen. All Officers have taken the proper training class provided by Flock as well.

Sergeant Keith Roberts
Lathrup Village Police Department
Kroberts@lathrupvillage.org
(947)224-0368

SUCCESSFULNESS OF FLOCK

January -April 2025

Item 8A.

25-367

- Traffic altercation road rage at 11 Mile and Southfield Rd.
- An elderly driver got struck in the face by the other driver and fell to the ground. The elderly man's legs were ran over by a passing car.
- Ofc used Flock to identify suspects vehicle. Through an investigation the suspect was identified and an arrest warrant was approved by the Prosecutor's Office (misd assault).
- Investigating Ofc put the suspects vehicle into his "Custom Hot List". Several weeks later, while on patrol, the Ofc got a Flock alert that the vehicle was coming towards the city.
- Ofc found the vehicle parked at Mich 1st Credit Union. Ofc arrested the suspect on the Lathrup Village arrest warrant.

25-384

- Retail fraud at BP Gas Station where multiple suspects, in the same vehicle, stole various expensive bottles of liquor.
- Det. used Flock to identify the vehicle, after it fled the scene (rental).
- Det. sent out a crime bulletin to all area Departments.
- Several jurisdictions had open retail fraud cases on the same suspects and vehicle, but they were not able to identify the plate of the car. (No Flock)
- LVPD was able to ID suspects and submit for arrest warrants, with corroboration from Canton PD and Livonia PD.

25-597

- Flock alert of a stolen vehicle in the city, stolen out of Detroit 6 days prior.
- LVPD Officers boxed in the vehicle at a red light, to prevent a pursuit.
- Driver was arrested and a Lathrup Village warrant was issued for possession of stolen property.

25-716

- Flock alerted to a vehicle whose registered owner was wanted for a felony retail fraud warrant out of Canton.
- Officers stopped the vehicle and identified the driver as the wanted subject.
- Arrestee was turned over to Canton PD.

25-1485

- Flock alert on a vehicle that was wanted out of Royal Oak for Felonious Assault.
- Officers stopped the vehicle without incident and identified the occupants.
- Royal Oak Officers arrived on scene and took possession of the vehicle and the occupants for questioning.

25-2135

- Flock alert on a stolen U-Haul truck in the city.
- Vehicle was stopped without incident and driver was positively identified.
- It was discovered that Southfield PD had an open case on the driver but Southfield PD could not identify the suspects real name, due to him using a fake license at the time of rental.
- Due to LVPD's stop and proper ID of the driver, he was arrested and the vehicle was impounded.

25-5791

- Victim reported one of his business checks was fraudulently made out to suspect and cashed by the suspect, one at the Mich 1st Credit Union.
- Mich 1st provided security pic of the suspects car but plate was unreadable, only able to see the first three digits.
- Detective noted the rear windshield wiper was stuck in the 11 O'clock position on the suspects car.
- Detective used Flock Search feature on cameras in the area, for a black Jeep Grand Cherokee in the timeframe suspect was at Mich 1st.
- Detective found a vehicle with the same rear wiper blade stuck in the same position that passed. Suspect was able to be identified via SOS.
- Arrest warrant was issued.



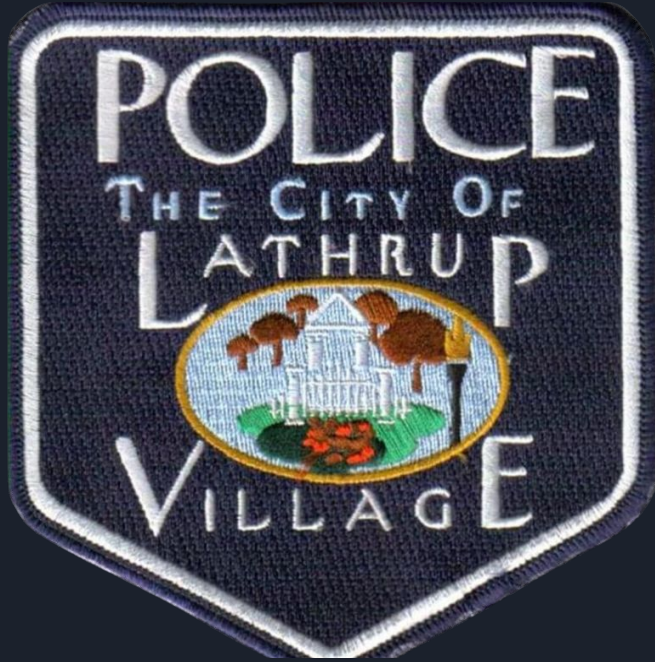
25-3084

- Flock alert of a vehicle with a stolen license plate in the city.
- Officers stopped the vehicle without incident.
- Through an investigation, it was determined the owner/driver was unaware that his true license plate was stolen and replaced with a different stolen plate (a common MO when stolen vehicles are used in other more severe crimes).
- Due to LVPD's stop and investigation, it prevented a potentially dangerous situation the driver could of been placed in as well as getting his plate into LEIN as stolen before it is used in another crime.

25-4039

- Flock alert on a stolen flatbed trailer with a SC plate, in the city. On the trailer was also a large John Deere tractor.
- Officers located the trailer and tractor parked in the driveway of a residents home.
- Investigation was conducted and it was determined that both the trailer and tractor were stolen.
- Case was turned over to Oakland County Auto Theft for issuance of charges.



25-12162

- A resident walked into the front lobby and presented Officers with an Order for a Mental Health Examination petition.
- The order was signed by the Circuit Court judge and was for the residents wife, who was experiencing a mental health crisis.
- Officers went to the home and attempted to serve the petition to take the subject to the Hospital.
- The subject refused to open the door and refused to go to the Hospital. Officers determined she was not in any immediate danger and without a search warrant, left the home.
- Ofc put the subjects vehicle plate into his Custom Hot List.
- Three days later, Flock alerted the vehicle was heading in the direction of her home.
- Ofc posted down the road from the home and observed her pull into the driveway.
- Ofc took the subject into protective custody after a brief struggle.
- Subject received the proper mental health help at the Hospital and was transferred to a long term care facility.

-This same scenario occurred a few months later where Flock assisted in taking another resident in a mental health crisis into protective custody. She made several attempts to avoid Police and parents.

26-1277

- Flock alert on a stolen vehicle in the city, stolen two weeks prior from a neighboring city.
- Officers located the vehicle and attempted a traffic stop to which the vehicle fled.
- After a brief pursuit Officers were able to safely disable the vehicle by blocking it in at 11 Mile and Southfield Rd.
- The driver was arrested and discovered to have an active warrant for Armed Robbery out of Southfield.
- The passenger was experiencing a drug overdose due to fentanyl and received the necessary medical attention on scene.
- During a search of the vehicle a BB gun, with the orange tip removed and painted black, was located in the back seat. (Potentially prevented another planned armed robbery)

26-2347

- Officers took a report of a stolen credit card being used at Middle Eats.
- Through an investigation and the use of Flock, the suspects vehicle was found.
- The suspect used the stolen credit card in multiple cities throughout Metro Detroit.
- A joint investigation is currently ongoing.

Recently, a bank robbery occurred in a neighboring jurisdiction. Prior to this, this city removed all Flock cameras for their local Police Department to utilize. Oakland County Sheriff and the FBI alerted to us that the suspect's vehicle was just seen on our Lathrup Village Flock camera on 11 Mile Rd and Lathrup Blvd. LVPD Officers, as well as FBI, located the vehicle driving in the city and stopped it on NB Southfield Rd approaching 12 Mile. The suspect was taken into custody.

THANK YOU!

Sgt. Keith Roberts

Patrol Division
Kroberts@lathrupvillage.org
(734)536-4526



To: Lathrup Village Downtown Development Authority
From: Tom Kennedy –Downtown Development Authority Project Coordinator
Date: September 18, 2026
RE: Holiday Lighting Request for Qualifications

On August 31, the Lathrup Village Downtown Development Authority issued a **Request for Qualifications (RFQ)** for the installation of holiday lighting around City Hall, including the building and the surrounding trees.

The City received eleven proposals in response:

- **Eradico Services, Inc** – Wixom, Michigan
- **Lucent Landscape and Lighting** – Oak Park, Michigan
- **Holiday Lighting Company** – Clinton Township, Michigan
- **Elite Creations** – San Antonio, Texas
- **The Lighting Authority** – Shelby Township, Michigan (Sent 143 Pages)
- **SavATree** – Troy, Michigan
- **Garber Services** – Brighton, Michigan
- **Santa's Light Crew** – Howell, Michigan
- **Light You Up Outdoor Lighting** – Clio, Michigan
- **Michigan Holiday Lighting** – Waterford, Michigan
- **Christmas Décor** – Waterford, Michigan

Each proposal includes:

- A detailed price breakdown of services offered
- A visual rendering to provide the Board with a preview of the expected design
- Proof of insurance
- Confirmation of local ownership and operation

The **DDA Board will review and select a vendor at its next regular meeting on Friday, September 18**. The selected vendor will proceed with scheduling installation, which is anticipated to begin in **November**, ensuring completion prior to the start of the holiday season.

Recommended Action(s)

The DDA Board reviews the proposals and decides which company to award the three-year contract to. Additionally, we ask the DDA Board to ask questions of Staff who have been in contact with the companies, and if the companies have representatives present, ask them directly.

1. Concept & Design Approach

Our proposed holiday lighting design is built around a **clean, professional, and flexible display** that complements the existing architecture and landscaping of Lathrup Village.

For the seven front trees, we will use **commercial-grade C9 bulbs throughout the canopies**. C9 bulbs are substantially larger and more visible than traditional mini lights, making them particularly well suited for the larger trees on site. We will coordinate the tree lighting with the building lighting to create a cohesive appearance throughout the property. Mini lights will also be used on the trunks of the front trees where needed to complete the design.

The proposed display includes the **front of the main building, both rear entrances, the full rear roof facing the parking lot, the gazebo, and the pavilion**, providing a consistent holiday presentation across the requested areas.

One of the advantages of using C9 lighting is the **flexibility it provides with color and design**. While the renderings in this proposal are shown using warm white lighting, the final display can be customized to incorporate different colors or combinations to achieve the look Lathrup Village prefers. If desired, the color scheme can also be changed in future seasons **at no additional cost**, allowing the display to remain fresh without requiring a new lighting investment.

Finally, we understand that a successful public holiday display requires more than simply installing lights. **Clean installation and public safety are priorities**. Our team specializes in carefully routing, concealing, and securing the necessary electrical cords to minimize their visibility and reduce potential tripping hazards. Every installation will be completed with attention to both the finished appearance and the safety of the public using the property.

Thank you for considering us for your holiday decorating needs. We appreciate the opportunity!

Aaron Young

947-800-6975

younga@wmcdi.com

2. Budget Adherence

Our proposed design has been developed to provide **all required lighting elements as well as every optional enhancement identified in the RFP, while remaining within the City's \$10,000 budget.**

Required Elements

Design Element	Cost
Front roofline	\$1,000
Rear roof entrances	\$200
Seven front trees	\$4,200
Garland around front columns	\$1,872
Pine tree in back	\$900
Total Required	\$8,172

Optional Enhancements

Design Element	Cost
Gazebo	\$120
Pavilion roof	\$675
Rear roof facing parking lot	\$1,025
Total Optional	\$1,820

Complete Proposed Design

Required Elements: \$8,172

Optional Enhancements: \$1,820

Total Project Investment: \$9,992

This allows Lathrup Village to receive **the complete proposed holiday lighting package—including all required and optional elements—for \$9,992, remaining within the City's \$10,000 budget.**

3. Vendor Qualifications

Professional Holiday Lighting Experience

Christmas Decor is a professional holiday lighting and decorating company backed by the resources, experience, and operational capabilities of an established **Weed Man Lawn Care** organization serving Southeast Michigan.

Our focus is on delivering professionally designed, installed, and maintained holiday lighting displays for commercial, municipal, and public-facing properties. We approach each project with an emphasis on **design quality, dependable installation, safety, and attention to detail.**

Our team has the equipment, trained personnel, and installation expertise necessary to manage projects ranging from individual buildings and landscapes to larger multi-area public installations. We understand that municipal holiday displays require a higher level of planning and care because they are viewed by the entire community and installed in areas used by the public.

What We Bring to Lathrup Village

For the Lathrup Village project, our team will provide:

- Professional design and installation
- Commercial-grade lighting and materials
- Clean, carefully concealed cord management
- Attention to public safety and pedestrian areas
- Seasonal inspection and service as needed
- Professional removal following the holiday season
- A dedicated team responsible for the project from installation through takedown

We also understand the importance of working within an established municipal budget. Our proposed design provides **every required element along with all optional enhancements identified in the RFQ for a total of \$9,992.**

References & Recommendations

We are happy to provide references from comparable commercial and public-facing projects upon request. Our goal is not simply to install lights, but to provide a finished display that reflects positively on the property and the organization we are working with.

References / Recommendations

1. Deanna Magee – City of Wixom – 248-624-2850

2. Laura Curdy – Curdy Designs – 248-931-4230
3. Tim Wisser – Auburn Hills – 248-343-3585

5. Installation, Service & Removal

Christmas Decor is committed to providing a **complete, timely, and professionally managed installation** from start to finish.

Installation & Launch

All holiday lighting and décor will be **fully installed, operational, tested, and approved prior to Thanksgiving 2026**. Our fully staffed installation team has the equipment, materials, and resources necessary to complete the project on schedule, regardless of the demands of the installation season.

Following installation, our team will remain available throughout the holiday season to address any issues that may arise.

Proactive December 4 Service

Because the large pine tree and surrounding display will be an important part of Lathrup Village's **December 4 Tree Lighting event**, we will conduct a **proactive on-site inspection with a manager prior to the event**.

This visit will allow us to verify that the tree and surrounding display are operating properly, address any issues, and ensure the presentation looks its best for the community event.

Responsive Service

If an issue occurs during the season, we will respond quickly. **Within 48 hours, a member of our team will be on site** to inspect the issue, identify the cause, and take the necessary steps to resolve it.

Our operation is **fully staffed and fully stocked**, allowing us to respond without the delays that can occur when materials or installation resources need to be sourced.

Safe Removal & Storage

Following New Year's Day, we will coordinate the removal of the holiday display directly with Lathrup Village personnel. Removal will be scheduled around **weather and site conditions**, with particular attention to ice and snow conditions in January.

Our team will safely remove all lighting and décor, communicate with on-site personnel throughout the process, and **properly store the décor following removal**.



City of Lathrup Village Holiday Proposal

—
Lucent Landscape and Lighting

sep2026



STRICTLY CONFIDENTIAL

All Lights On, All Season Guarantee
Returning Customer Discounts
Deeper Discounts with Memberships



Prices reflect accepting the
entire proposal

STRICTLY CONFIDENTIAL

Custom Designs Built & Maintained



Sections & Services

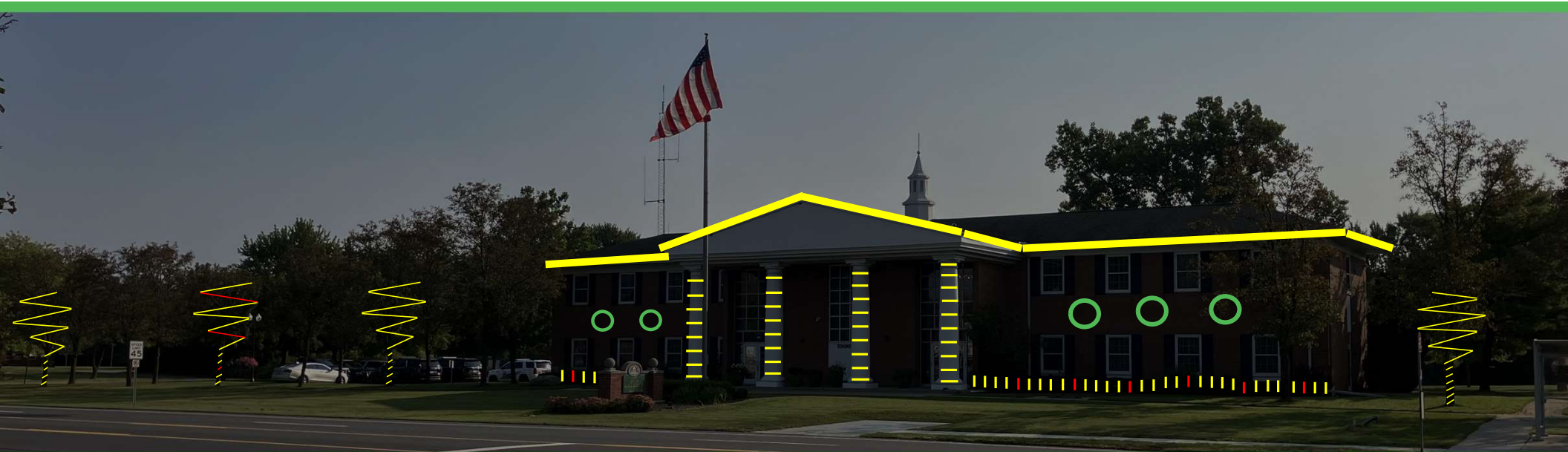
—
East of Sidewalk

Around Monument Sign

Giant Pine & Pavillion

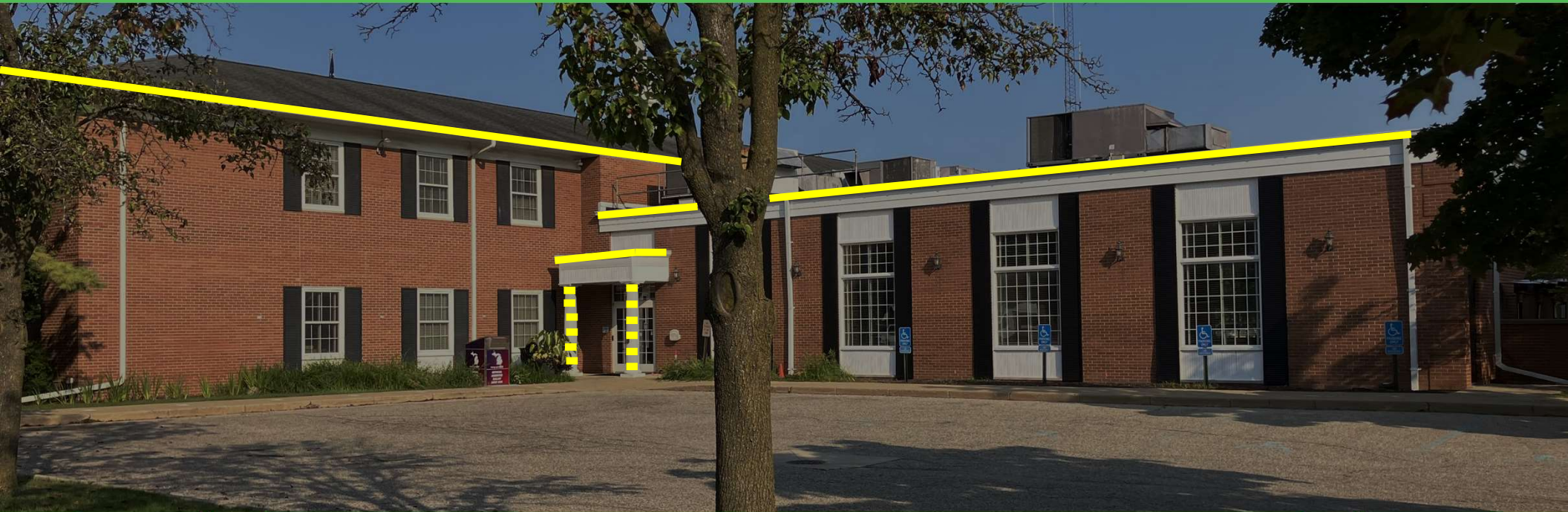
Gazebo

STRICTLY CONFIDENTIAL



East of Sidewalk Design only
Around Monument Sign Design to follow
Red “sprinkled in”

STRICTLY CONFIDENTIAL



Roofline includes Columns and Awnings
above both East Side Entrances

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East of Sidewalk Itemized Quote

Description / Material	Quantity	Unit Price	Line Total
Line building Roofline in Warm White C9	1	2000	\$2,000
Wrap building Boxwoods in WW & R Minis	1	520	\$520
Wrap Columns in Warm White Minis	4	360	\$1,440
<u>Anchor</u> 48" WW Wreaths onto Building	6	0	\$0
Wrap Trees along Southfield in WW & Red	8	240	\$1,920
Service Total			\$5,880

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Around Monument Sign Itemized Quote

Description / Material	Quantity	Unit Price	Line Total
Line each side of Sign in WW Garland	4	0	\$0
Wrap Boxwoods at Sign in WW & R Minis	1	100	\$100
Place 36" WW Light Bursts Around Sign	9	35	\$315
Service Total			\$415

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Giant Pine & Pavilion Itemized Quote

Description / Material	Quantity	Unit Price	Line Total
Wrap Canopy of Giant Pine in WW C9	1	945	\$945
Wrap Canopy of G. Pine in WW Mini LEDs	1	540	\$540
Hang Red & Green Orbs in Giant Pine	1	180	\$180
Line Pavilion Roofline in WW C9	1	450	\$450
Service Total			\$2,115

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Gazebo Itemized Quote

Description / Material	Quantity	Unit Price	Line Total
Upper & Lower Roofline in WW & Red C9	1	450	\$450
Wrap Gazebo Columns in WW Mini LEDs	1	240	\$240
Accessories - Plugs, Timers, Cords & more	9	100	\$900
Service Total			\$1,590

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Summary

East of Sidewalk

\$5,880

Around Monument Sign

\$415

Giant Pine & Pavillion

\$2,115

Gazebo

\$1,590

Total

\$10,000



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Lathrup Requested Itemized Quote

Item	Description	Qty	CY 2026		CY 2027		CY 2028	
			Unit Price	Ttl Price	Unit Price	Ttl Price	Unit Price	Ttl Price
1	Trees to Wrap Lights	8	\$ 240	\$ 1,920	\$ 240	\$ 1,920	\$ 240	\$ 1,920
2	Columns to Wrap	4	\$ 360	\$ 1,440	\$ 360	\$ 1,440	\$ 360	\$ 1,440
3	City Hall Façade Lights	200 Ln/Ft	\$ 3	\$ 600	\$ 3	\$ 600	\$ 3	\$ 600
4	City Hall Monument	1	\$ 415	\$ 415	\$ 415	\$ 415	\$ 415	\$ 415
5	Decorate Public Entrances	2	\$ 50	\$ 100	\$ 50	\$ 100	\$ 50	\$ 100
6	Additional Concepts	1	\$ 1	\$ 5,525	\$ 1	\$ 5,025	\$ 1	\$ 4,525
CY Total Prices =			\$	10,000	\$	9,500	\$	9,000

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Thank you

—

Lucent
Landscape &
Lighting

STRICTLY CONFIDENTIAL

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LUCENT LANDSCAPE & LIGHTING

QUOTE

Item 8B.

DATE:
10sep2026

TO: City of Lathrup Village
Tom Kennedy

INVOICE #
H26-31

27400 Southfield Rd
Lathrup Village, MI 48076
(248) 557-2600 ext. 246

CUSTOMER ID:
LathrupVillage-01

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	Holiday Lights	50% Deposit to Schedule	Balance on Completion

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Line entire building Roofline in Warm White C9 15" spacing	2000	\$2,000.00
1	Wrap Boxwoods along building in WW & Red Mini LEDs	520	\$520.00
4	Wrap front & east side Columns in Warm White Mini LEDs	360	\$1,440.00
6	Anchor 48" WW Wreaths onto front of Building	0	\$0.00
8	Wrap Trees along Southfield in WW & Red Mini LEDs	240	\$1,920.00
4	Line each side of Monument Sign in WW Place 36" WW Light Bursts Around Sign Garland	0	\$0.00
1	Wrap Boxwoods at Monument Sign in WW & R Mini LEDs	100	\$100.00
9	Place 36" WW Light Bursts around Monument Sign	35	\$315.00
1	Wrap Canopy of Giant Pine in WW C9	945	\$945.00
1	Wrap Canopy of Giant Pine in WW Mini LEDs	540	\$540.00
1	Hang Red & Green Orbs in Giant Pine	180	\$180.00
1	Line Pavilion Roofline in WW C9 15" spacing	450	\$450.00
1	Line Upper & Lower Gazebo Roofline in WW & Red C9	450	\$450.00
1	Wrap Gazebo Columns in WW Mini LEDs	240	\$240.00
9	Accessories – Putty, Plugs, Timers, Extension Cords & more	100	\$900.00

PLEASE MAKE CHECKS TO LUCENT LANDSCAPE & LIGHTING

**PROCESSING FEES SHARED IF CLIENT WOULD LIKE TO PAY
OTHER THAN CHECK OR CASH**

THANK YOU FOR YOUR BUSINESS!!

SUBTOTAL

\$10,000.00

SALES TAX

NA

BALANCE

\$10,000.00



801 W BIG BEAVER RD, SUITE 300, TROY, MI 48084
586 209 4264 | JEFE@LUCENTLANDSCAPEANDLIGHTING.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **9/11/2026** Item 8B.

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

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

PRODUCER Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307		CONTACT NAME: Michelle MacMillan PHONE (A/C, No, Ext): (248)853-0930 FAX (A/C, No): (248)853-1512 E-MAIL ADDRESS:	
INSURED Lucent Landscape & Lighting LLC 22021 Parklawn St Oak Park MI 48237		INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Millers Insurance Co. NAIC # 14508 INSURER B: Michigan Millers Insurance Company INSURER C: Midwest Employers Casualty Co. INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25-26 Master

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blanket Additional Insured, WOS & PNC GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			C0562296	9/30/2025	9/30/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			V0516784	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			L0305491	9/30/2025	9/30/2026	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	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	LUCEN - H	7/1/2025	6/30/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Lathrup Village 27400 Southfield Road Lathrup Village, MI 48076	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 Jayson Bass/MAM 

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Holiday Lighting Installation Proposal

City Hall Grounds Lathrup Village Michigan

Submitted by	Elite Creations LLC
Authorized contact	Luz Ramirez VP of Sales and Client Relations
Contact	Lramirez@elitecreations.net 210-719-2608 www.EliteCreations.net
Project	27400 Southfield Road Lathrup Village MI 48076

Proposal Summary

Elite Creations LLC proposes a complete holiday lighting program for Lathrup Village City Hall Grounds for a fixed annual price of \$10,000. The proposal includes materials, labor, supervision, equipment, transportation, installation, testing, takedown, and removal for the required scope and the optional site-map items included in our design.

Complete annual holiday lighting package	\$10,000
---	-----------------

Included Scope

- Eight trees with warm-white 5 mm branch-wrap lighting.
- Four two-story City Hall columns wrapped with warm-white 5 mm lighting.
- Approximately 200 linear feet of warm-white C9 façade and cornice lighting.
- City Hall monument decorated with approximately 15 feet of pre-lit decorated garland.
- Two east-side public entrances, each decorated with one 2-foot pre-lit wreath.
- Large pine tree behind City Hall fitted with approximately 40 strands of warm-white 5 mm lights for the December 4 tree-lighting event.
- Approximately 495 linear feet of warm-white C9 lighting on the optional yellow-marked areas shown on the RFQ site map.

Maintenance Exclusion

Seasonal maintenance is not offered or included in the \$10,000 annual price. Monitoring, troubleshooting visits, repair calls, and replacement service requested after installation acceptance require separate written authorization and pricing.

Work Plan

Elite Creations LLC will coordinate access and power locations with the City, install and secure all lighting and decorations, test the completed display, and remove the installation after the season. Final placement will follow the RFQ site map and the City-approved design.

Phase	Planned work
Coordination	Confirm building access, electrical service, exact east-side entrances, and final treatment of optional yellow-marked areas.
Installation	Complete installation and testing before Thanksgiving.
Event readiness	Complete the large pine tree lighting before the December 4 tree-lighting event.
Takedown	Remove lighting and decorations after New Year's Day on dates coordinated with the City and subject to safe weather conditions.

Project Team

The project will be completed by Elite Creations personnel experienced in municipal and commercial holiday lighting, elevated installation, tree and branch wrapping, electrical-load planning, testing, and seasonal removal.

- Agustin Samano Operations Manager
- Jorge Esqueda Onsite Supervisor
- Luz Ramirez Client Contact
- Experienced in-house holiday-lighting installers assigned according to the installation schedule

Qualifications

Elite Creations LLC provides commercial and municipal holiday-lighting services using in-house crews, commercial-grade products, lift and ladder access, secure attachment methods, and organized removal procedures. The company maintains general liability and workers compensation insurance and can provide project references and proof of insurance with the submission.

Terms and Clarifications

- The annual contract price is \$10,000 for CY 2027, CY 2028, and CY 2029.
- Pricing includes the materials, labor, supervision, equipment, transportation, installation, testing, takedown, and removal described in this proposal.
- Seasonal maintenance and repair services are excluded.
- The City will provide reasonable site access and access to available electrical service, including access needed to unplug lighting before removal.
- Work outside the RFQ site map and approved design requires separate written authorization and pricing.

Official RFQ Pricing

The completed pricing chart below is reproduced directly from the City-issued RFQ. Each annual amount totals \$10,000 and includes the complete proposed scope described in this proposal.

Item	Description	Quantity	CY 2027		CY 2028		CY 2029	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Trees to Wrap Lights	8	\$437	\$3,500	\$437	\$3,500	\$437	\$3,500
2	Columns to Wrap	4	\$412	\$1,650	\$412	\$1,650	\$412	\$1,650
3	City Hall Façade Lights	200 Ln/Ft	\$6 ln/ft	\$1,200	\$6 ln/ft	\$1,200	\$6 ln/ft	\$1,200
4	City Hall Monument	1	\$150	\$150	\$150	\$150	\$150	\$150
5	Decorate Public Entrances	2	\$350	\$700	\$350	\$700	\$350	\$700
6	Additional Concepts	1	\$2800	\$2800	\$2800	\$2800	\$2800	\$2800

Pricing Details

- City Hall Monument includes approximately 15 feet of pre-lit decorated garland.
- Decorate Public Entrances includes one 2-foot pre-lit wreath at each of the two east-side entrances.
- Additional Concepts includes the required large pine tree and approximately 495 linear feet of C9 lighting on the optional yellow-marked areas.
- The amount column establishes the total price for each line item. The annual line-item amounts total \$10,000.

Annual Totals

CY 2027	CY 2028	CY 2029
\$10,000	\$10,000	\$10,000

Design Concept and Proposed Materials

The rendering and product images show the warm-white lighting treatment and the coordinated red, white, silver, and greenery palette proposed for City Hall.



City Hall concept rendering with warm-white tree wraps, column wraps, and façade lighting



Proposed 2-foot pre-lit wreath one at each east-side public entrance



Proposed pre-lit decorated garland approximately 15 feet at the monument sign

Closing

Elite Creations LLC appreciates the opportunity to provide Lathrup Village with a complete, coordinated holiday lighting display. Luz Ramirez will remain the primary contact for final design coordination, scheduling, and contract administration.

ESTIMATE

Holiday Lighting Company LLC
21355 Carlo Dr Ste 2
Clinton Township, MI 48038-7230

ShaneHolidayLighting@gmail.com
+1 (586) 206-0517

Item 8B.

Bill to
Tom Kennedy
\

Ship to
Tom Kennedy
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

27400 Southfield Road
Lathrup Village, MI 48076

Estimate details
Estimate no.: 1528
Estimate date: 08/27/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Labor- Roof Line	Roof Line Labor Install/Removal Install C9 lights around Entire building including the Red outline and yellow line Install C9 on back gazebo and covered building by large pine tree in Municipal Park	1	\$1,995.00	\$1,995.00
2.		Labor	Holiday Light Installation / Removal / Maintenance Columns at front of townhall wrapped	4	\$200.00	\$800.00
3.		Labor	Holiday Light Installation / Removal / Maintenance City Hall Monument Install garland with led lights and red bows on sigh install lights on all bushes around sign	1	\$200.00	\$200.00
4.		Labor	Holiday Light Installation / Removal / Maintenance Install lights on 8 tree trunks and canopy at the front of the building (4 trees on right & 4 trees on left)	8	\$440.00	\$3,520.00

5.	Labor	Holiday Light Installation / Removal / Maintenance	2	\$375.00	\$750.00
		Decorate Public Entrances			
6.	Labor	Holiday Light Installation / Removal / Maintenance	1	\$1,700.00	\$1,700.00
		Install lights on large pine tree behind city hall in Municipal Park			
7.		All materials will be supplied by Holiday Lighting, including commercial-grade mini lights and C9 lights, commercial-grade timers, extension cords, and all necessary installation materials. A boom lift will also be included for the installation of lights on the large pine tree.			
8.		Price will remain the same for the fallowing years 2027,2028,2029 unless the city would like to add or remove lights then we can change price accordingly			
Total				\$8,965.00	

Accepted date

Accepted by









The gazebo and the rear side of the City Hall building are not shown in the picture. However, we plan to install C9 roofline lighting on both the gazebo and the rear of the City Hall building as part of the overall lighting installation.

Lathrup Village – Holiday Lighting Authority Proposal

1. Concept & Design Approach – A description or visual mock-up of the proposed lighting and décor.

Both are provided below. Individual bulb count is provided for each location for reference as well. Color scheme is recommended by our design team but can be changed to any color preferred by the city at no additional cost.

2. Budget Adherence – A detailed cost breakdown demonstrating alignment with the \$9,500– \$10,000 budget range.

Detailed cost per location is located below.

3. Vendor Qualifications – Relevant experience, references from similar projects, and proof of insurance.

We service over 200 clients both residential and commercial of similar size to include Wolcott Mill with Metro Parks. We have all required equipment and lifts needed for this job. References:

1. Jason Smith (Grounds Manager) - (810) 614-8182 / Neil Ebly (Purchase Manager)
neil.eby@metroparks.com

Cell: 734.664.0632 (Wolcott Mill)

2. Jon Jarbou (Owner) - (586) 215-8897 jayjarbou@gmail.com (Inline Vape)
3. Jason (Owner) - (586) 484-5361 jason@hydrodepot.com (Hydro Depot)

Proof of insurance is below: updated will be provided upon award to include COI.

4. Renderings of Design – A computer-generated rendering will be added to be presented to DDA Board.

See Below

5. Timeline – Anticipated schedule for installation, maintenance (if offered), and takedown.

Installation is expected to take approximately 2 days with 3 person crew to include man lift operations. Install can start as early as October 15th and can be decided by client to minimize impact to residents.

Uninstall we be completed February 2nd, but is weather dependent in order to ensure safety of crew and prevent destruction of property. Holiday Lighting Authority is available to adjust the date as requested by client.

Bi-weekly service checks will be completed by Holiday Lighting Authority to ensure quality and are also available to respond to concerns within 24 hours of notification to replace or repair any needed issues.

Item	Description	Quantity	CY 2027		CY 2028		CY 2029	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Trees to Wrap Lights	8	275	2,200	280	2,240.00	282	2,256.00
2	Columns to Wrap	4	137.50	550.00	140	560.00	140	560.00
3	City Hall Façade Lights	200 Ln/Ft	8.05	1610.00	8.10	1620.00	8.10	1620.00
4	City Hall Monument	1	568.00	568.00	570	570	570	570
5	Decorate Public Entrances	2		included				
6	Additional Concepts	1		3,820.00		3900		3900.00

***Main pine tree – 4,200.00**

***Additional concepts = gazebo, picnic area, back of building - 3820.00**

Holiday Lighting
Proposal 2026
Lathrup Village
Expires 11/1/2026



Lathrup Village (Billing)

27400 Southfield Rd
Lathrup Village, MI 48076
acolson@lathrupvillage.org
[\(248\) 557-2600](tel:(248)557-2600)x223

Holiday Lighting
Authority

thelightingauthority@gmail.com
[\(248\) 266-0960](tel:(248)266-0960)

Site #1 (Site)

27400 Southfield Rd
Lathrup Village, MI 48076

Features

☒ **2x Side Entry Ways** \$550.00

4 Posts Wrapped in Candy Cane Mini Lights, 2 Wreaths and 2 Bows

24" Bow

Quantity: 2

48" Wreath

Quantity: 2

Multi-Color Mini

Quantity: 800

☐ **Back Roofline of City Building** \$1,470.00

Roof - Multi-Colored LED Not Included

☒ **Front 4 Left Trees** \$1,100.00

Green Mini Lights

Quantity: 2200

Warm White Mini

Quantity: 2200

☒ **Front 4 Right Trees** \$1,100.00

Red Mini Lights

Quantity: 2200

Warm White Mini

Quantity: 2200

☒ **Front Of City Building Roofline**

\$1,610.00

Red/Green/Warm White

Roof – Multi-Colored LED

☒ **Front Village Sign**

\$568.00

Prelit Warm white Garland, 4 red bows,
Green/Red Stake Lights around flower
bed

12" Bow

Christmas Light Stakes

Pre-lit Garland 14" W x 9'L

☐ **Gazeebo**

\$1,200.00

Both Levels In Red and Green Lights, 6
Posts wrapped in Green/Red Mini lights

Not Included

Multi-Color Mini

Quantity: 1800

Roof – Multi-Colored LED

Quantity: 150

☒ **Main Large Pine**

\$4,200.00

Multi Color and Warm White Bulbs

C9 Tree Wrap 24"

C9 Tree Wrap 24"

Quantity: 500

☐ **Picnic Area Overhang**

\$1,150.00

Red/Pure White Roofline, Red/Pure
White Mini Lights around each post

Not Included

Multi-Color Mini
Quantity: 1600

Roof - Multi-Colored LED
Quantity: 150

Pricing

Pricing

Subtotal	\$9,128.00
Tax	\$0.00
Total	\$9,128.00
Deposit Amount	\$2,282.00
Due Date	14 Days

A 3.95% card processing fee may apply.

Files











Terms & Conditions

1. Holiday Lighting Authority is not responsible for vandalism or "acts of God" and will not replace lights in these situations.
2. Holiday Lighting Authority will purchase the decorations the 1st year and then replace them each year as needed- the customer will never be required to purchase decorations due to

wear & tear. Therefore the decorations are the property of Holiday Lighting Authority and on lease.

3. Our work is 100% guaranteed. We will respond with 24 hours and set a return time to repair.

4. If 3-year agreement is chosen, and the account is cancelled before the contract is up, the customer is required to pay the difference of the 1-year and 3-year agreement prices for each year. Customers may exit the 3-Year if they have sold the property as long as proof of sale is provided.

5. There will be sufficient electricity at the sites utilizing lights. If additional power is needed, the customer will need to add electricity at the customers expense.

6. Some decorations will require anchors, hooks, metal discs, and/or glue to be installed for the lighting and décor to attach. Holiday Lighting Authority will install all necessary accessories. Customer must notify HLA in writing if they do not want these accessories used. Please note that if removed, some decor may need to be removed (i.e. not hang wreaths, garland, or lighting in these areas.) HLA will not be responsible for discoloration or damage to monuments or surfaces from hot glue.

7. Once initial deposit is received installation will be scheduled, remaining balance must be paid within 7 days of install completion.

SELECTIVE
INSURANCE®

POLICY DOCUMENT

S 2620957

INSURED'S COPY



Selective Client Services
1011 Boulder Springs Drive Suite 100
Richmond, VA 23225

HOLIDAY LIGHTING AUTHORITY
56824 MOUND RD
SHELBY TWP, MI 48316-4943

SEPTEMBER 2, 2026

PLEASE KEEP A COPY OF THIS LETTER WITH YOUR SELECTIVE POLICY

RE: s 2620957

Greetings,

Thank you for choosing to renew your business with Selective. As a valued customer, we remain committed to providing you with customizable insurance solutions paired with a best-in-class service experience.

As always, the dedicated Client Service, staffed with knowledgeable account executives, is available to handle all of your commercial insurance needs including:

- Processing changes to your policy
- Answering billing questions
- Issuing certificates of insurance
- Reporting a claim
- Handling any of your general insurance needs and questions

Attached is your Selective renewal policy for your review. Please ensure that this information is accurate and if any changes need to be made, or if you have any questions, please reach out to our knowledgeable Client Services team. (Please be advised that sending an e-mail does not constitute a binding transaction).

Contact Client Services at:

Toll-Free Phone: 1-877-744-3125
Toll-Free Fax Number: 1-877-378-3033
Client Services Hours: 8:00 a.m. - 10:00 p.m. EST Monday through Friday
 8:00 a.m. - 6:00 p.m. EST Saturday
E-Mail: clientservicecenter@selective.com

We appreciate your loyalty and look forward to continuing to assist with all of your commercial insurance needs.

Thank you for choosing to Be Uniquely Insured,

Selective Client Services

SERCTR9 (02/20)

INSURED'S COPY

Issued by The Stock Insurance Company

Policy Number

S 2620957

SELECTIVE WAY INSURANCE COMPANY
40 WANTAGE AVENUE, BRANCHVILLE, NJ 07890

MICHIGAN COMMERCIAL POLICY DECLARATION

Named Insured and Address HOLIDAY LIGHTING AUTHORITY 56824 MOUND RD SHELBY TWP, MI 48316-4943	Policy Period From: OCTOBER 13, 2026 To: OCTOBER 13, 2027 12:01 A.M Standard Time At Location of Designated Premises.
Named Insured is: LTD LIABILITY	Producer Number: 00-21064-00000
Producer: LAKESIDE AGENCY INC MICHIGAN	

This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

POLICY SCHEDULE

ISSUE DATE: 09/03/2026

VE INSURANCE CUSTOMER SERVICE CTR
RICHMOND, VIRGINIA 23225-0325

Policy No	Issued To	
S 2620957	HOLIDAY LIGHTING AUTHORITY	
Period	Transaction Type	Agent Number
10/13/2026 10/13/2027	RENEWAL	00-21064-00000
Billing Type	Transaction Eff. Date	Number of Remaining Installments
DIRECT BILL	10/13/2026	01

BILL ACCOUNT: 961 995 503

PAYMENT WILL BE BILLED AS FOLLOWS:

SCHEDULED BILL DATE	SCHEDULED DUE DATE	PREMIUM AMOUNTS
01. 09/23/2026	10/13/2026	1,517.00
	TOTAL	\$1,517.00

THIS IS NOT A BILL.

Your bill will be sent under separate cover. This is a Payment Schedule of your policy premium due based on your selected installment plan. Changes made to the policy premium after the issue date listed above, will be reflected on future bills.

An installment fee of \$0.00 may be added to each installment bill. Policies not paid by the installment due date are subject to a late fee of \$30.00 for each late payment. An insufficient fund fee of \$30.00 will be charged for payments returned by your financial institution.

A reinstatement fee may be incurred when a policy is reinstated after a non-pay cancellation is processed. Fee amounts are generally \$35 for commercial line policies and will appear on the next bill.

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IMPORTANT NOTICE ABOUT YOUR PAYMENT PLAN AND LATE PAYMENTS UNDER YOUR PAYMENT PLAN:

If you have selected a payment plan option to pay for Your policy or policies with Us, we will send You a bill or email notification when premium is due. Bills will show (1) the billed minimum amount due on Your account for that month, and (2) the total balance due on Your account, including late and installment fees, if any have been charged. On or before the due date We specify in Your bill, You will be required to pay Us the total billed minimum amount shown in order to stay current in your payments due to Us (excluding any policy or policies that are pending cancellation).

Any time a payment is late and You fall behind on the amount that is owed to Us for the policy premium, we will issue a policy cancellation notice for failure to pay the premium, and we may charge you a late fee. For the first two times you fall behind, if You pay the total amount due before the cancellation effective date indicated in the notice, the policy or policies will remain in effect. If, however, We issue a third cancellation notice for nonpayment of premium, We will accelerate the remaining payments due under the payment plan and require You to pay **the full outstanding policy premium (not just the total billed minimum amount in the most recent bill) on or before the cancellation effective date.** If You do not pay the full outstanding balance on or before the cancellation effective date, We will cancel Your policy. If Your policy or policies are cancelled or expired, Your enrollment in an electronic payment option will continue, despite the fact that the policy(s) have been cancelled with Selective and may remain in effect until such time as any payment for any earned premiums, audit balances or other amounts related to your account are settled. If more than one policy is subject to a payment plan, We will apply partial payments proportionately to the billed minimum amount for each policy. Any policy that is not paid in full after this allocation will be subject to cancellation for nonpayment of premium, as provided in the policy.

Selective Insurance
Main Administrative Offices
40 Wantage Avenue Branchville
New Jersey 07890
(973) 948-3000

"Selective Insurance" refers to the following affiliated insurers:

Selective Insurance Company of America, Selective Way Insurance Company, Selective Insurance Company of South Carolina, Selective Insurance Company of the Southeast, Selective Insurance Company of New York, Selective Insurance Company of New England, Selective Casualty Insurance Company, Selective Fire and Casualty Insurance Company, and Selective Auto Insurance Company of New Jersey. The declarations page of your policy identifies the insurance carrier that issued your "Selective Insurance" policy.

Facts Regarding Premium Audits

To Our Policyholder:

Your policy has been issued with an estimated premium. At the expiration of the policy, either a company representative (Premium Auditor) will contact you or you will receive a written request for information. In either case, the information you provide will be used to determine the final premium under the policy. **Please note that only those policies containing one or more class codes that are rated on an auditable premium basis (such as payroll, receipts/sales, total cost or admissions), are subject to a premium audit.**

Insurance Costs can be minimized by proper record keeping. Frequently exposures can be assigned to lower rated classifications provided this information is obtainable using **your records**. During the final audit, the Premium Auditor will work with you towards this goal of helping you to minimize your insurance costs.

For Businesses Other Than Contractors:

1. The basis of premium used to determine your policy premium may be payroll, receipts or sales, total cost or admissions. These are defined as follows:

A. Payroll:

The total remuneration for services rendered by an employee includes (a) lodging, (b) bonuses, (c) commissions, (d) vacation, holiday, & sick days, (e) standard overtime. Under the General Liability Coverage, payroll does not include (a) payroll of clerical employees (b) salesmen who are away from the premises (c) drivers. Remuneration excludes tips.

B. Receipts/Sales:

The gross amount of money charged for goods or products sold, operations performed, rentals, and dues or fees.

C. Total cost

Total cost of all work let or sublet in connection with each specific project including (a) cost of all labor materials & equipment (b) all fees, bonuses & commissions.

This flier provides only a general overview of premium audit procedures. It is not intended to describe specific coverages afforded by any insurance policy.

We recommend that you examine, in detail, any policy offered to you.

For more information, contact your local Selective agent.

D. Admissions:

The total number of persons, other than employees, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

2. In the event commissions or monies are paid to persons you consider to be independent contractors, i.e., Real Estate Salesmen, Insurance Salesmen, Restaurant and/or Nite Club Entertainers, Taxi-Cab operators and others in this category, **please inform your agent immediately.**
3. If you are an Executive Officer and covered under the policy, there may be a payroll or salary limitation. There also is a minimum amount to be charged should you not draw a salary, or draw less than this minimum.

Considerations For Contractors

1. Most Workers' Compensation Laws provide that the General or Principal Contractor shall be responsible for the workers' compensation insurance to employees of sub-contractors, except for any subcontractors who have insured their compensation obligation and have furnished to the contractor satisfactory evidence of such insurance. Satisfactory evidence is a "Certificate of Insurance" with dates corresponding to the time worked for the contractor. These should be retained to show the Premium Auditor.
2. The manual rules permit division of payroll for each separate and distinct operation provided separate records of payroll are maintained and the division is not contrary to classification restrictions.
Note: This rule is very important since those operations which can be classified using this rule, can be used only when separate records of payroll are maintained. Without the proper record keeping, the highest rated classification applying to the job will be used.
3. General Liability-Drivers' payroll is to be excluded in computing premiums for this coverage. For the purposes of this rule, Mobile Equipment Operators are not considered in this category, i.e., their payroll is included and assigned to the classification in which they are engaged.
4. Products and Completed Operations Coverage under General Liability-Mechanical Contractors, i.e., Air Conditioning, Heating, Plumbing and Refrigeration, can minimize their insurance premium costs by keeping separate records on the outright sale and/or cost of units and equipment (for plumbing-appliances and fixtures). Again, one can see the importance of record keeping.

Item 8B.

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IN 00 03 09 04

INSURED'S COPY

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IMPORTANT NOTICE REGARDING AGENT COMPENSATION

We sell our insurance products and services through appointed independent insurance agencies and agents ("Agent" or "Agents"). Because Agents also generally represent several of our competitors, our primary marketing strategy is to:

- Develop close relationships with each Agent by (i) soliciting their feedback on products and services, (ii) advising them concerning company developments, and (iii) investing significant time with them professionally and socially; and
- Develop with each Agent, and then carefully monitor, annual goals regarding (i) types and mix of risks placed with us, (ii) amounts of premium or numbers of policies placed with us, (iii) customer service levels, and (iv) profitability of business placed with us.

We pay Agents commissions and other consideration for business placed with us (and we do not authorize our Agents to receive other monies for our insurance). We seek to compensate our Agents fairly and in a way consistent with market practices.

Our Agent compensation programs may include one or more of the following depending on the Agent's overall business relationship with us:

- **Commission Payments.** We pay commission based on a percentage of the premium the policyholder pays. The amount of commission varies depending on policy type, state location of risk, and other factors.
- **Additional Commission Payments.** We may pay additional and varying percentages of premium for attainment of certain goals we set with the Agent, including:
 - **Profitability**, which we determine by comparing losses and expenses to premium;
 - **Volume**, which is the amount of premium written with us;
 - **Growth and Retention**, which we measure by comparing premium volume or number of policies for overall or specific types of policies; or
 - **Annual Plan Performance**, which we measure according to performance standards determined by us and the Agent.

In certain cases, an Agent may put additional commissions at risk and become obligated to pay us amounts if certain goals are not met.

- **Expense Reimbursement.** We may reimburse certain marketing and other expenses incurred for placing business with us.
- **Entertainment and Other Things of Value.** We may entertain or provide other things of value, including travel and gratuities, to Agents who we believe provide exceptional value to our policyholders and shareholders.
- **Business Production Incentive Programs.** We may provide Agents or their employees opportunities to receive additional compensation (cash or contest prizes) for certain activities or tasks, such as placing specific types of policies with us or inputting data through one of our technology systems.

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- **Loss Control Agreements.** We may pay Agents a flat fee or a percentage of commission for safety and loss control surveys, inspections, accident or claim investigations.
- **Agent Stock Purchase Plan.** Certain of our Agents participate in a stock purchase plan that allows those Agents to purchase common stock in Selective Insurance Group, Inc. at a 10% discount to market and requires those agents to hold the stock for at least one year before they can transfer it.

As supporters of the independent insurance agency distribution system, we may provide Agents from time-to-time with tools and programs designed to preserve and strengthen the independent agency distribution system, including assistance with producer recruitment and/or training, loans, or loan guarantees. These tools and programs, which may be experimental, are provided to assist our Agents in the perpetuation of robust independent insurance agencies and are not conditioned on the imposition of extraordinary current or future production conditions.

We also distribute our insurance products to a limited extent through select insurance brokers which we compensate with some of the same compensation tools we use for Agents. If you have engaged a broker to place insurance with us, please ask the broker if any of the above described compensation arrangements are in effect with us.

Please direct questions regarding specific compensation to your Agent.

PRAESIDIUM

WHAT YOU DON'T KNOW CAN HURT THOSE IN YOUR CARE AND YOUR ORGANIZATION.

Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and the organization's reputation, financial stability, and trust within the community. Who you should screen can depend on many factors, such as if the person is a new full-time hire, a season hire, or even a current employee. In determining the types of checks to utilize, organizations should follow all state, federal, and licensing regulations and consider an individual's level of access. Level of access may be influenced by:

WHO IS PRAESIDIUM?

Praesidium is the national leader in abuse risk management. With more than two decades of experience, and serving thousands of clients, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research. We know how abuse happens in organizations . . . and how to prevent it.

- **Frequency:** How frequently does the individual work around or interact with consumers? Is it a one-time event or every day?
- **Duration:** What is the duration of the individual's interactions? Is it a one-time, one-hour event or an entire summer?
- **Level of Supervision:** Are the individual's interactions always supervised by another adult or are they one-on-one with consumers?
- **Nature of the Relationship:** What is the nature of the relationship between the individual and the consumers in the program? Does the individual merely supervise an area during an event that has consumers, or are they getting to know individual consumers and families while counseling, tutoring, or providing personal care services?

**Selective Insurance has partnered with Praesidium to offer you
discounted background screening services for your organization.**

FOUR ELEMENTS FOR A THOROUGH BUT COST-EFFECTIVE BACKGROUND CHECK:

- **Check Facts:** Aliases, DOBs, and address history all drive research and help to paint a complete picture.
- **Search Wide:** Multi State criminal and national sex offender databases will identify the unexpected.
- **Search Deep:** Targeted county level searches will give real-time information where records are most likely to be found.
- **Ask Questions:** References can provide insights on behavior and clues to non-criminal boundary issues.

WHO SHOULD YOU SCREEN, AND HOW OFTEN?

- **New Hires/Volunteers:** A thorough, consistently applied background screening process at the time of hire is your first and best opportunity to identify the problem.
- **Seasonal Hires/Volunteers:** Seasonal staff present a unique risk because you don't see them for months at a time, but it's often not practical to complete a full new hire process each season. An annual check-in plan is key.
- **Re-Screening:** Conducting targeted checks on your full-time employees at least every 3 years helps you identify issues before they impact your organization.

For more information go to: selective.com/praesidium - (800.743.6354) - selective@praesidiuminc.com
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

BACKGROUND SCREENING FOR SELECTIVE INSURED

Praesidium offers a selection of background screening packages plus a la carte services to empower your organization to conduct right-sized research. Praesidium's team can help contextualize the screening process as part of an overall culture of safety and discuss how screening works in hand with other abuse prevention efforts. Praesidium's team can also help you understand who to screen, how often, and the importance of re-screening.

In addition to Background Screenings - you can now access Praesidium Academy to add further training on abuse prevention. Praesidium Academy online training includes supporting tools that enhance both the short and long-term effectiveness of the training experience and produce sustainable changes in employee and volunteer behavior. Access to this system is **free** to Selective insureds.

	LOW ACCESS VOLUNTEERS	HIGH ACCESS VOLUNTEERS	EMPLOYEES	FINANCIAL ACCESS	ALA CARTE
	STARTING AT \$16	STARTING AT \$16	STARTING AT \$16	STARTING AT \$37	INDIVIDUAL COST PER SERVICE
Employment Credit (\$60 one-time set up fee required)				X	\$10.00
Confidence Multi State Criminal and Sex Offender Database w/Alias**	X	X	X	X	\$ 9.00
7 Yr County Criminal Records Search: Current County of Residence*	X	X	X	X	\$ 7.00
Add'l Counties Added As Needed Based on 7 yr Address History*		X	X	X	\$ 5.50
County Civil Records Search (upper):1 County*				X	\$11.00
Motor Vehicle Records Search*					\$ 5.00
Employment Verification: 1 Position*					\$ 8.00
Education Verification: 1 Degree*					\$ 7.00
Personal Reference: 1 Reference					\$11.00
Professional Reference: 1 Reference					\$12.00
International Criminal Search 1 Jurisdiction*					\$50.00
Social Media Search: Basic (3 Years)					\$ 7.50
Social Media Search: Pro (7 Years)					\$12.50

* 3rd Party keeper fees may apply and will be passed on at cost when incurred.

** Criminal records found in the Multi State database check are subject to verification at the source and additional costs may apply.

For more information go to: selective.com/praesidium - (800.743.6354) - selective@praesidiuminc.com

In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

POLICYHOLDER DISCLOSURE NOTICE OFFER OF TERRORISM INSURANCE COVERAGE AND REJECTION FORM — EFFECTIVE UNTIL REVOKED

Offer of Coverage:

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism", as defined in Section 102(1) of the Act. The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be "an act of terrorism"; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You may accept or reject insurance coverage for losses resulting from certified "acts of terrorism".

- If you accept this offer of coverage simply pay your billed premium, which includes the amount shown below. You do not need to do anything else.
- If you would like to reject this coverage, please see the section of this form entitled Rejection of Terrorism Insurance Coverage and follow the instructions. **Please note that if you reject coverage for losses resulting from certified "acts of terrorism", we will not provide coverage on renewals of this policy unless you ask us for coverage in the manner set forth in our "Offer of Terrorism Insurance Coverage When Terrorism Insurance Coverage Was Previously Rejected" form, which will be attached to renewals of this policy.**

Disclosure of Premium:

The portion of your annual premium that is attributable to coverage for "acts of terrorism" is \$15.00 and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

Please be aware that even if you purchase coverage for losses resulting from certified "acts of terrorism", your policy will still contain other policy terms, conditions, limitations and exclusions that may impact whether coverage is available in the event of a loss resulting from a certified "act of terrorism".

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Federal Participation in Payment of Terrorism Losses :

You should know that where coverage is provided by this policy for losses resulting from certified "acts of terrorism", such losses may be partially reimbursed by the United States Government under a formula established by federal law. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Cap on Insurer Participation in Payment of Terrorism Losses :

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified "acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Rejection of Terrorism Insurance Coverage :

You may reject this offer of coverage by checking the box, filling in the information below, signing and returning this form to your agent. If you choose to reject this offer of coverage, we will add an exclusionary endorsement to your policy to eliminate coverage for losses resulting from certified "acts of terrorism".

Rejection of Coverage - Effective Until Revoked
☐

I HAVE READ THIS FORM IN ITS ENTIRETY AND DO NOT WANT TO PURCHASE COVERAGE FOR CERTIFIED "ACTS OF TERRORISM". I UNDERSTAND THAT THIS REJECTION IS EFFECTIVE UNTIL I AFFIRMATIVELY REVOKE IT IN THE MANNER SET FORTH IN SELECTIVE'S "OFFER OF TERRORISM INSURANCE COVERAGE WHEN TERRORISM INSURANCE COVERAGE WAS PREVIOUSLY REJECTED" FORM, AND THAT IF I SIGN THIS FORM THIS POLICY AND ANY RENEWALS WILL EXCLUDE COVERAGE FOR LOSSES RESULTING FROM CERTIFIED "ACTS OF TERRORISM".

 Policyholder/Applicant's Signature

 SELECTIVE WAY INSURANCE COMPANY

 Insurance Company

 Print Name

 S 2620957

 Policy or Quote Number

 Title

 Date

NOTICE TO RENEWING POLICYHOLDERS CUSTOMER NOTICE ABOUT POLICY DELIVERY & PRINTING

Selective provides you with the choice of receiving your insurance policy documents in printed form or digital form.

You can request delivery of your policy in digital format at any time - simply contact your independent agent. (To comply with state insurance regulations, Selective asks for your consent prior to delivering your policy in digital format.)

We want to make your customer experience as convenient as possible, while being good stewards of costs and the environment. When you renew your policy with Selective:

1. We do not print certain forms previously provided to you. Typically, these include:
 - a. Policy forms that do not include your specific customer information.
 - b. Policy forms with your information that have not been revised.
2. We do print new forms, forms that have changed, and forms that have your specific policy information.

For your convenience, a complete copy of your policy including all forms is always available to you online through Selective's Customer Self-Service portal. You can view your policy information at any time - 24 hours a day, 7 days a week. You can sign up and log in by visiting selective.com and following the login process.

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IMPORTANT NOTICE TO POLICYHOLDERS

Asbestos Exclusion IL 89 56

Broadenings, Reductions, and Clarifications in Coverage

Thank you for choosing Selective for your insurance needs. This notice is intended to help clarify your coverage, highlighting recent changes that include areas of broadening and/or reductions in coverage, to help keep you better informed. This notice does not reference every editorial change made in your policy.

This notice is not part of your policy and does not IMPACT THE AVAILABILITY, OR NATURE OR SCOPE OF YOUR coverage. For complete information on all coverage, terms, conditions, LIMITATIONS and exclusions, please review your policy and its Declarations page CAREFULLY. If there is any conflict between your policy and this notice, the provisions of the policy will govern.

REDUCTIONS IN COVERAGE

Asbestos Exclusion **IL 89 56** has been revised to include the Commercial Inland Marine coverage part. As a result, all inland marine coverage being provided by this policy does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos" as defined in the exclusion. This is a reduction in coverage if any of your inland marine coverage has an asbestos exposure.

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Insurance is provided by the Company designated on the Declarations Page of this policy. The addresses of all Selective Insurance Companies are shown below:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

Selective Way Insurance Company
40 Wantage Avenue
Branchville, NJ 07890

Selective Insurance Company of South Carolina
900 E. 96th Street, Suite 400
Indianapolis, IN 46240

Selective Insurance Company of New York
300 Olympic Towers
300 Pearl Street
Buffalo, NY 14202

Selective Insurance Company of the Southeast
900 E. 96th Street, Suite 400
Indianapolis, IN 46240

Selective Insurance Company of New England
40 Wantage Avenue
Branchville, NJ 07890

Administrative Offices of all Selective Insurance Companies are located at:
40 Wantage Avenue
Branchville, NJ 07890

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MISC-1693 09 19

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NOTICE OF INFORMATION PRACTICES (LONG FORM)

MISC-798 06 01

Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

INFORMATION WE COLLECT

In connection with an application, the information that we may collect will enable us to make possible judgments about your character, habits, hobbies, finances, occupation, general reputation, health or other personal characteristics. In connection with a claim, the information we may collect will enable us to process the claim.

We may obtain this information from several sources. For example, we may contact any physician, clinic or hospital where any persons to be insured or making a claim have been treated. We may need information from your employer. But, before we ask for information from any of these sources, we will ask you to sign an authorization, which gives us permission to proceed, unless authorization is not required by law.

We may get information by talking or writing to other insurance companies to which you applied for a policy or with which you have made a claim, members of your family, neighbors, friends, your insurance agent and others who know you. We may also obtain information from motor vehicle reports, court records, or photographs of the property you want insured or with regard to which you have made a claim.

CONSUMER REPORTS

It is common for an insurance company to order a report from an independent organization — a consumer reporting agency or an insurance-support organization — to verify and add to the information that you have given us. These reports are used to help us decide if you qualify for the insurance for which you have applied or to evaluate the claim you have made.

They may:

- ☐ pertain to your mode of living, character, general reputation and personal characteristics such as health, job and finances.
- ☐ contain information on your marital status, driving records, etc.
- ☐ include information on the loss history of your property.
- ☐ include information gathered by talking or writing to you or members of your family, neighbors, friends, your insurance agent and others who know you.
- ☐ include information from motor vehicle reports, court records or photographs of your property and/or the property involved in the claim.

Upon your request, the consumer reporting agency or insurance-support organization will attempt to interview you in connection with any report it prepares. The information may be kept by the reporting organization and may later be given to others who use its services. It will be given only to the extent permitted by the Federal Fair Credit Reporting Act and your local state law, if any. Upon request and identification, the consumer reporting agency or insurance-support organization will provide you with a copy of the report.

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Page 1 of 2

INSURED'S COPY

MISC-798 06 01**DISCLOSURE OF INFORMATION**

Information we collect about you will not be given to anyone without your consent, except when necessary to conduct our business. There are some disclosures which may be made without your prior authorization. These include:

- _____ Persons or organizations who need the information to perform a professional, business or insurance function for us, such as businesses that assist us with data processing or marketing.
- _____ Other insurance companies, agents, or consumer reporting agencies as it may be needed in connection with any application, policy or claim involving you.
- _____ Adjusters, appraisers, investigators and attorneys who need the information to investigate or settle a claim involving you.
- _____ An insurance -support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims.
- _____ A medical professional or institution to verify your insurance coverage or inform you of a medical condition of which you may not be aware.
- _____ Persons or organizations that conduct scientific research, including actuarial or underwriting studies.
- _____ Persons or organizations that will use the information for sales purposes, unless you indicate in writing to us that you do not want the information disclosed for this purpose.
- _____ Our affiliated companies for auditing our operations and for marketing an insurance product or service.

In addition, we may provide information to state insurance departments in connection with their regulatory authority and to other governmental or law enforcement authorities to protect our legal interests or in cases of suspected fraud or illegal activities.

YOUR INSURANCE POLICY FILES

Information we collect about you will be kept in our policy files. We may refer to this information if you file a claim for benefits under any policy you have with us or if you apply to us for a new policy. You have the right to know what kind of information we keep in our files about you, to have access to the information, and to receive a copy. There are some types of information; however, to which we are not required to give you access. This type of information is generally collected when we evaluate a claim or when the possibility of a lawsuit exists.

If you want information from your files, please contact us. There may be a nominal charge for copies of records. If you think your file contains incorrect information, notify us indicating what you believe is incorrect and your reasons. We will reinvestigate the matter and either correct our records or place a statement from you in our files explaining why you believe the information is incorrect. We will also notify persons or organizations to whom we previously disclosed the information of the change or your statement.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to personal information to those individuals who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with legal standards and ensure the confidentiality of personal information in accordance with our policy.

TREATMENT OF PERSONAL INFORMATION OF FORMER CUSTOMERS AND APPLICANTS

We adhere to this personal information privacy policy even when a customer relationship no longer exists. Disclosures about former applicants and customers may be made without prior authorization as permitted by law.

If you have any questions about our information practices, please contact us.

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Page 2 of 2

INSURED'S COPY

MICHIGAN SELECTION OF PERSONAL INJURY PROTECTION (PIP) MEDICAL COVERAGE - COMMERCIAL/BUSINESS

AGENCY:
LAKESIDE AGENCY INC
13900 LAKESIDE CIRCLE
STERLING HEIGHTS, MI 48313-
586-286-5000

APPLICANT/NAMED INSURED:
HOLIDAY LIGHTING AUTHORITY

INSURANCE COMPANY:
SELECTIVE WAY INSURANCE COMPANY

POLICY/QUOTE NO.:
S 2620957

EFFECTIVE DATE:
October 13, 2026

READ THIS ENTIRE FORM CAREFULLY

THE PURPOSE OF THIS FORM

The purpose of this form is to explain the choice you have regarding your **Personal Injury Protection (PIP) medical** coverage and to assist you in making that choice. Read this form carefully because the choice you make will have financial consequences for you, your company, and your employees.

Definitions for all terms in bold type on this form have been provided on the next page.

This form is divided into three sections, which are described below.

- Section A will review your **PIP medical** coverage options and the risks and benefits of each option.
- Section B will ask you to choose ONE coverage option.
- Section C will ask you to certify your choice and acknowledge the information within this form.

Personal Injury Protection (PIP) Coverage Explained

Personal Injury Protection (PIP) provides coverage for three basic types of benefits: (1) **Personal Injury Protection (PIP) medical**; (2) wage loss; and (3) replacement services.

PIP medical includes **allowable expenses** for reasonably necessary products, services, and accommodations for an injured person's care, recovery, or rehabilitation. **PIP medical** includes some funeral and burial expenses.

This form allows you to select the level of **PIP medical** coverage you want included with your commercial auto policy.

NOTICE

You must choose the level of **PIP medical** coverage you wish to have under your auto policy. If you do not make a **PIP medical** coverage selection from the options listed:

- Your policy may be issued with unlimited **PIP medical** coverage; AND
- You will be charged the appropriate premium for the coverage issued.

If you are renewing an expiring policy, your policy will be issued with the same **PIP medical** coverage as your expiring policy.

Definitions

The terms in bold letters throughout this form are defined in this form for informational purposes only and are not intended to limit or expand coverage that may be available in a particular policy.

Allowable expenses consist of reasonable charges incurred for reasonably necessary products, services, and accommodations for an injured person's care, recovery, or rehabilitation. Payment of allowable expenses is subject to the terms and limits contained in the insurance policy or the Insurance Code. Allowable expenses include **attendant care**. Allowable expenses do not include **family-provided attendant care** for more than 56 hours per week when the insurer has not agreed to pay such benefits in excess of the hourly limitation. This means that prescribed hours in excess of 56 hours per week will be provided by a non-family provider. The Insurance Code does not include the following as allowable expenses: (1) charges for a hospital room that exceed a reasonable and customary charge for semiprivate accommodations, unless the injured person requires special or intensive care; and (2) funeral and burial expenses that exceed the amount set by the policy, which must not be less than \$1,750.00 or more than \$5,000.00. (3) Insurers also are not required to cover the medical use of marijuana or for expenses related to the medical use of marijuana.

Applicant means a person, company or business who has submitted an application for insurance but is not yet insured under a policy.

Attendant care means services that are provided for the particular needs of an injured person, i.e., services that would not have been required before the injury and that are not performed for the benefit of the whole household.

- Attendant care generally includes, but is not limited to, serving meals in bed, bathing, dressing, grooming, administering medication, escorting, supervising, or transporting for medical treatment.
- Attendant care generally does not include providing transportation that is not for medical treatment, preparing family meals, or maintaining the house, automobile, or yard—even if such tasks would have been performed by the injured person but for the covered injury.
- Subject to the dollar limit on the option selected, an injured person is entitled to benefits payable for reasonable charges incurred for as many hours of attendant care as is reasonably necessary for their care, recovery or rehabilitation.

Excess attendant care means additional coverage purchased for **attendant care** above the **PIP medical** coverage limit selected for your policy.

Family-provided attendant care means **attendant care** rendered in the injured person's home provided directly, or indirectly through another person, by any of the following:

- An individual who is related to the injured person.
- An individual who is domiciled in the household of the injured person.
- An individual with whom the injured person had a business or social relationship before the injury.

Named insured means the individual(s), company or business named in an insurance policy.

Unlimited PIP medical coverage ("unlimited coverage") means **PIP medical** coverage that has no aggregate dollar limit for payments for allowable expenses related to a covered accident. This coverage is subject to the terms and limits contained in the insurance policy or the Insurance Code.

Section A: Your PIP Medical Choices and the Risks and Benefits of Each**Option 1: Unlimited Coverage**

This option provides the most coverage. It will pay for all allowable expenses without being subject to an aggregate dollar limit for care, recovery, and rehabilitation if a person covered under this policy is injured in an auto accident.

Risks	The premiums for this option are higher than premiums for other options.
Benefits	PIP medical will cover costs that may not be covered by health insurance, such as rehabilitation and attendant care . This choice will significantly limit the risk that anyone covered under this policy will have out-of-pocket costs for their care.

Option 2: Limited Coverage of \$500,000 per person per accident OR

Option 3: Limited Coverage of \$250,000 per person per accident

If you choose one of these limits, this amount is the most your auto insurance company will pay per person per accident for an injured person's expenses under **PIP medical** coverage.

NOTE: Your insurance company must offer **excess attendant care** coverage, which you may purchase for an additional premium. Check with your agent or company for additional information.

Risks	Limited PIP medical coverages may not be enough to cover medical expenses. If the PIP medical limit is reached, an injured person may need to rely on other health coverage, which may not cover all medical, rehabilitation, or attendant care costs. If an injured person does not have other health coverage, they may be personally responsible for paying these expenses.
Benefits	Lower coverage limits have less expensive premiums than plans with higher or unlimited PIP medical coverage. Up to the limit chosen, PIP medical will cover the cost of products and services that may not be covered by health insurance, such as rehabilitation and attendant care .

Section B: PIP Medical Coverage Options and Certification

INITIAL ONE AND ONLY ONE option on the line next to your choice. Make your selection carefully because the choice you make will have financial consequences. If you choose more than one option, your insurer will provide the option that has the highest level of benefits and will charge the appropriate premium for that option.

Option 1: **Unlimited Coverage**

(Initial)

Option 2: \$500,000 per person per accident

(Initial)

Option 3: \$250,000 per person per accident

(Initial)

Section C: Certification

You must initial each line and sign and date this form.

I have read this form. I understand the **PIP medical** options available and the benefits and risks associated with those options.

(Initial)

I have made a coverage selection and I understand that the selection I have made applies to any person claiming benefits under this policy.

(Initial)

I understand that if I have not made a selection the policy will either be issued with the same coverages as

(Initial)

my expiring policy (if applicable) or unlimited **PIP medical** coverage and I will be charged the premium for the coverage issued.

APPLICANT/NAMED INSURED SIGNATURE

DATE

MICHIGAN LIABILITY COVERAGE LIMITS SELECTION

Policy Number: s 2620957	Policy Effective Date: October 13, 2026
Company: SELECTIVE WAY INSURANCE COMPANY	Producer: LAKESIDE AGENCY INC 13900 LAKESIDE CIRCLE STERLING HEIGHTS, MI 48313- 586-286-5000
Applicant/Named Insured: HOLIDAY LIGHTING AUTHORITY	

Michigan law permits you to make certain decisions regarding Liability Coverage. This document provides the options available and the price for each option.

You should read this document carefully and contact us or your agent if you have any questions regarding Liability Coverage and your options with respect to this coverage.

There is no coverage provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverage you are provided.

NOTE: SELECTIVE INSURANCE DOES NOT OFFER SPLIT LIABILITY LIMITS IN THE STATE OF MICHIGAN.

IF YOU DO NOT MAKE A SELECTION, YOUR POLICY WILL BE ISSUED WITH A \$510,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE. IF YOUR EXPIRING SELECTIVE POLICY HAD A LIABILITY LIMIT GREATER THAN \$510,000, WE WILL RENEW THE POLICY WITH THE EXPIRING HIGHER LIABILITY LIMIT.

Please indicate your choice by initialing next to the appropriate item **and signing** below.

(Initials)	Combined Single Limit	Price*
_____	\$ 110,000	1.00
_____	125,000	1.10
_____	150,000	1.18
_____	200,000	1.33
_____	250,000	1.46
_____	300,000	1.56
_____	350,000	1.66
_____	400,000	1.74
_____	500,000	1.90
_____	510,000	1.90
_____	600,000	2.02
_____	750,000	2.18
_____	1,000,000	2.39

*Price factors are based on a \$110,000 minimum Bodily Injury Liability coverage limit. Actual factors applied to a policy may be adjusted based on policy vehicle type(s) covered under the policy.

Signature Of Applicant/Named Insured

Date

MICHIGAN CHOICE OF BODILY INJURY LIABILITY COVERAGE LIMITS

AGENCY:

LAKE SIDE AGENCY INC
13900 LAKE SIDE CIRCLE
STERLING HEIGHTS, MI 48313-
586-286-5000

APPLICANT/NAMED INSURED:

HOLIDAY LIGHTING AUTHORITY

INSURANCE COMPANY:

SELECTIVE WAY INSURANCE COMPANY

POLICY/QUOTE NO.:

S 2620957

EFFECTIVE DATE:

October 13, 2026

READ THIS ENTIRE FORM CAREFULLY
THE PURPOSE OF THIS FORM

The purpose of this form is to explain the choice you have regarding your bodily injury liability insurance protection and to assist you in making that choice. Read this form carefully because the choice you make will have financial consequences.

PART A: BODILY INJURY LIABILITY INSURANCE COVERAGE EXPLAINED

Bodily injury liability insurance covers claims made against you for injuries to others if you are at fault in an auto accident. Michigan auto insurance policies are required to provide bodily injury liability insurance coverage of not less than \$250,000 per person and up to \$500,000 per accident ("250,000/\$500,000") for these claims unless you select higher or lower limits depending on the amount of protection you need. In no event can you select less than \$50,000 per person and \$100,000 per accident. If you do not make a selection, your policy will be issued with limits of \$250,000/\$500,000.



If you want bodily injury liability coverage limits of \$250,000/\$500,000 or more, you do **NOT** need to complete this form.

PART B: INCREASED RISKS WITH LOWER BODILY INJURY LIABILITY INSURANCE COVERAGE LIMITS

If you are responsible for injuries to another person, you may be liable for damages for their pain and suffering, as well as the costs of their medical and other care that exceed their coverage under their auto insurance policy. The bodily injury liability limit of your policy will pay for such damages, but only up to the amount of the limit you choose. You will be required to pay any amount over the limit you choose. This amount could be substantial and may lead to severe financial consequences, such as:

- Your assets may be seized, or a lien may be placed on your home;
- Your wages may be garnished; or
- Your driver's license may be suspended.

Selecting lower bodily injury liability insurance coverage limits may also affect your eligibility for an umbrella policy.

PART C: CONFIRMATION OF UNDERSTANDING — YOU MUST READ AND INITIAL EACH LINE_____
(Initials)

I have received a list of all the bodily injury liability coverage options available to me and the price for each option.

(Initials)

I understand that any bodily injury liability coverage election I make applies to me and any other person covered by this policy.

(Initials)

I understand that the bodily injury liability coverage limits I choose will remain the same as long as the policy is in effect or until I change them.

BY SIGNING THIS FORM, I ACKNOWLEDGE THAT: (1) I HAVE READ THIS FORM OR HAD IT READ TO ME; (2) I UNDERSTAND MY CHOICES AND THE POTENTIALLY SEVERE RISKS DESCRIBED ABOVE; AND (3) I AM CHOOSING TO PURCHASE BODILY INJURY LIABILITY COVERAGE LIMITS LOWER THAN \$250,000/\$500,000.

Named Insured/Applicant Signature_____
Date

Issued by The Stock Insurance Company

Policy Number

S 2620957

Item 8B.

SELECTIVE WAY INSURANCE COMPANY
40 WANTAGE AVENUE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY COMMON DECLARATION

Named Insured and Address

HOLIDAY LIGHTING AUTHORITY
56824 MOUND RD
SHELBY TWP, MI 48316-4943

Policy Period

From: OCTOBER 13, 2026

To: OCTOBER 13, 2027

12:01 A.M Standard Time At
Location of Designated Premises.

Named Insured is:

LTD LIABILITY

Producer Number:

00-21064-00000

Producer:

LAKESIDE AGENCY INC
MICHIGAN

Schedule of Coverage

COMMERCIAL GENERAL LIABILITY COVERAGE
COMMERCIAL AUTOMOBILE COVERAGE

PREMIUM INCLUDES	TERRORISM - CERTIFIED ACTS	\$15.00
PREMIUM INCLUDES	TERRORISM - AUTO	\$14.00

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance indicated in the schedule above. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declaration(s).

PAYMENT METHOD

D/B - 1

Total Policy Premium \$1,517.00

(This premium may be subject to adjustment.)

Date Issued: SEPTEMBER 2, 2026

Issuing Office: SERVICE CENTER

Authorized Representative _____

SCHEDULE OF LOCATIONS

Policy Effective Date: October 13, 2026		Schedule Effective Date: OCTOBER 13, 2026	
Prem. No.	Location	Bldg. No.	Occupancy
1	56824 MOUND RD SHELBY TOWNSHIP, MI 48316	1	HOME LOCATION

50002FS 2620957 401

COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: October 13, 2026

Schedule Effective Date: OCTOBER 13, 2026

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMON COVERAGE PART:

IL 70 25	1189	COMMERCIAL POLICY COMMON DECLARATION
IL 79 14	1007	MICHIGAN COMMERCIAL POLICY DECLARATION
IL 70 36	0193	SCHEDULE OF LOCATIONS
IL 00 03	0908	CALCULATION OF PREMIUM
IL 00 17	1198	COMMON POLICY CONDITIONS
IL 00 21	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 72 26	0125	RISK CNTRL & LOSS MITIG PRODS & SVCS END
IL 89 48	0818	EXCLUSION-LEAD HAZARD
IL 89 56	0522	ASBESTOS EXCLUSION

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG 70 35	0690	COMMERCIAL LIABILITY COVG DECLARATION
CG 00 01	0413	CGL COV FORM (OCCURRENCE)
CG 00 70	0126	EXCLUSION - WAR
CG 01 68	1120	MICHIGAN CHANGES
CG 21 06	1223	EXCL ACCESS DISCL CONF PERS INF-W/LIM BI
CG 21 31	1219	LTD EXCL - DESIGN OPS COVERED BY WRAP-UP
CG 21 47	1207	EMPLOYMENT-RELATED PRACTICES EXCL
CG 21 67	1204	FUNGI OR BACTERIA EXCLUSION
CG 21 70	0115	CAP ON LOSSES FROM CERT ACTS OF TERROR
CG 21 86	1204	EXCL-EXT INSULATION AND FINISH SYSTEMS
CG 21 96	0305	SILICA OR SILICA-RELATED DUST EXCLU
CG 25 03	0509	DESIGNATED CONST PROJECT(S) AGG LIMIT
CG 25 04	0509	DESIGNATED LOCATION(S) GENERAL AGG LIMIT
CG 40 32	0523	EXCLUSION-PFAS
CG 40 35	1223	EXCLUSION - CYBER INCIDENT
CG 72 40	1199	EXCLUSION - SNOW AND ICE REMOVAL
CG 73 00	0425	ELITEPAC GL EXT END
CG 79 21	0119	ADDL INSURED-OWNERS, LESSEES OR CONTRACT
CG 79 33	0610	LIMITED PROPERTY DAMAGE CCC EXT ENDT
CG 79 35	0708	PRODUCT RECALL EXPENSE COV ENDT
CG 80 64	0923	EXCL-VIOLS OF LAW DATA PRIV (INCL BIPA)
IL 02 86	0417	MICHIGAN CHANGES-CANC AND NON-RENEWAL
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
BUSINESS AUTOMOBILE COVERAGE PART:

CA 41 65	0424	MICHIGAN BUSINESS AUTO DEC - PAGE 1
CA 41 66	0424	MICHIGAN BUSINESS AUTO DEC - PAGE 2
CA 41 67	0424	MICHIGAN BUSINESS AUTO DEC - PAGE 3
CA 41 68	0424	MICHIGAN BUSINESS AUTO DEC - PAGE 4
CA 00 01	1120	BUSINESS AUTO COVERAGE FORM
CA 01 10	1120	MICHIGAN CHANGES
CA 02 17	0717	MICHIGAN CHANGES-CANC AND NONRENEWAL
CA 04 42	1013	EXCL FED EMPLOYEES USING AUTO IN GOV BUS
CA 22 20	0326	MICHIGAN PERSONAL INJURY PROTECTION
CA 22 24	0721	MICHIGAN PROPERTY PROTECTION COVERAGE
CA 23 77	0221	MI PUBLIC OR LIVERY PASS. TNC EXCL
CA 77 74	0706	LIMITED MOBILE EQUIPMENT COVERAGE
CA 78 09	0424	ELITEPAC COMMERCIAL AUTOMOBILE EXTENSION
CA 78 16	0424	ELITEPAC COMM AUTO SCHEDULE
CA 89 27	0424	RACING EXCLUSION
CA 89 30	1025	VEHICLE SHARING EXCLUSION
IL 02 86	0417	MICHIGAN CHANGES-CANC AND NON-RENEWAL

NOTICE TO POLICYHOLDER: All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

NOTE: All applicable "IL" endorsements will be attached in the Common Section of the policy.

IL-7035 (08/93)

INSURED'S COPY

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

POLICY NUMBER: S 2620957

IL 09 85 12 20

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

SCHEDULE

SCHEDULE — PART I

Terrorism Premium (Certified Acts) \$15.00

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

GENERAL LIABILITY COVERAGE PART

Additional information, if any, concerning the terrorism premium:

SCHEDULE — PART II

Federal share of terrorism losses 80 %

(Refer to Paragraph **B.** in this endorsement.)

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

50002FS 2620957 403

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

CALCULATION OF PREMIUM

IL 00 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

50002FS 2620957 405

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

Item 8B.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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

MICHIGAN CHANGES — CANCELLATION AND NONRENEWAL

IL 02 86 04 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation Common Policy Condition is amended as follows:**

1. Paragraph 1. is replaced by the following:
 The first Named Insured shown in the Declarations may cancel this Policy by giving us or our authorized agent notice of cancellation.
2. Paragraph 3. is replaced by the following:
 We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.
3. Paragraph 5. is replaced by the following:
 If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added and supersedes any other provision to the contrary:

Nonrenewal

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

50002FS 2620957 409

RISK CONTROL AND LOSS MITIGATION PRODUCTS AND SERVICES ENDORSEMENT

IL 72 26 01 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 BUSINESSOWNERS COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL OUTPUT POLICY PROGRAM COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 AUTO DEALERS COVERAGE PART
 MOTOR CARRIER COVERAGE PART

The following is added to the **Common Policy Conditions** forms, IL 00 17, IL 01 46 (applicable in the state of Washington), CL 01 00 and CL 01 03 (applicable in the state of Washington):

Risk Control and Loss Mitigation Products and Services.

This endorsement pertains to risk control and loss mitigation products and services which may be offered to you by us or on our behalf.

Such products and services are intended to help you more effectively manage risks that could lead to injury, loss, or damage. One or more of such products or services may be provided to you at no or reduced cost.

There is no associated premium change, surcharge or discount to this policy regarding your use or non-use of such products or services, and use of such products and services does not guarantee a reduction in risk of injury, loss, or damage.

As outlined in this endorsement, Risk Control and Loss Mitigation Products and Services do not include **Inspections and Surveys**, as specified in **Section D.** of form IL 00 17 (IL 01 46 in state of Washington), **Common Policy Conditions** and Paragraph **4. Inspections** of form CL 01 00 (form CL 01 03 in state of Washington), **Common Policy Conditions**.

EXCLUSION — LEAD HAZARD

IL 89 48 08 18

THIS EXCLUSION CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 AUTO DEALERS COVERAGE PART
 GARAGE POLICY (VIRGINIA ONLY)
 OWNERS and CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE and HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT
 OF TRANSPORTATION

This insurance does not apply to:

- a. "Bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form;
 - b. "Property damage" or "personal and advertising injury" arising from the presence of lead in any form; or
 - c. Any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize lead in any form;
- at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.

50002FS 2620957 411

ASBESTOS EXCLUSION

IL 89 56 05 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 BUSINESSOWNERS COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 AUTO DEALERS COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 PRODUCT/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
 - a. Structures or manufacturing processes containing "asbestos";
 - b. The disposal of "asbestos" or goods, products or materials containing "asbestos";
 - c. The storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
 - d. The removal of "asbestos" from any goods, products, materials, structures or manufacturing processes,
 whether or not such "asbestos" is airborne.
2. We shall have no obligation under this coverage part:
 - a. To investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
 - b. To pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
 - c. For any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

Previous Policy Number
S 2620957

Policy Number
S 2620957

Item 8B.

COMMERCIAL LIABILITY COVERAGE DECLARATION

Policy Effective Date: October 13, 2026

Coverage Effective Date: OCTOBER 13, 2026

Business of Named Insured: LIGHTING

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

Coverage Limits

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit (Other Than Products-Completed Operations)	\$3,000,000
Products-Completed Operations -- Aggregate Limit	\$3,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$500,000
Medical Expense Limit -- Any One Person	\$15,000

Commercial Liability Premium(s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
ELITEPAC GENERAL LIABILITY EXTENSION ENDORSEMENT					\$25.00	
TERRORISM					\$15.00	
Own/Lessee/Cont-Comp Ops-Blkt	31080			350.000		\$350.00
INTERIOR DECORATORS (T-503) PREM. ADJUSTED TO MEET MIN.	96611	36,800 (P)	2.069	1.307	\$327.00	\$48.00
Minimum Premium			\$750.00		Total Premium	
					\$367.00	
					\$398.00	

Premium and Rate Legend

Location of all premises you own, rent, or control:
Refer to "Schedule of Locations"

(P) Payroll - rate per \$1000 of payroll

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements:
Refer to "Commercial Policy Forms
and Endorsement Schedule"

Total Advance Premium
\$765.00
(This premium may be
subject to adjustment.)

CG-7035 (06/90)

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LIMITED EXCLUSION — DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

POLICY NUMBER: s 2620957

COMMERCIAL GENERAL LIABILITY
CG 21 31 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location(s) Of Operation(s):

ALL PROJECTS FOR WHICH THE INSURED IS ENROLLED IN A "CONTROLLED (WRAP-UP) INSURANCE PROGRAM" DURING THE DURATION OF THE PROJECT AND INCLUDING THE STATED PERIOD OF COMPLETED OPERATIONS AS DETAILED IN THE AGREEMENT OF THE "CONTROLLED (WRAP-UP) INSURANCE PROGRAM", UNLESS SUCH "CONTROLLED (WRAP-UP) INSURANCE PROGRAM" IS SPECIFICALLY EXCLUDED FROM COVERAGE IN ANOTHER ENDORSEMENT TO THIS POLICY.

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

A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I - Coverage A - Bodily Injury And Property Damage Liability:

1. This insurance does not apply to "bodily injury" or "property damage":
 - a. Arising out of your ongoing operations; or
 - b. Included in the "products-completed operations hazard";
 at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect the "bodily injury" or "property damage" described in Paragraphs 1.a. and 1.b. above at such location(s).

2. This exclusion applies whether or not the "controlled (wrap-up) insurance program":
 - a. Provides coverage identical to that provided by this Coverage Part; or
 - b. Has limits adequate to cover all claims.

3. However, this exclusion does not apply if the "controlled (wrap-up) insurance program" in which you are enrolled with respect to the "bodily injury" or "property damage" described in Paragraph **A.1.** above at the location(s) described in the Schedule of this endorsement has been cancelled, non-renewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

- B. The following definition is added to the Definitions section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or selfinsurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2620957

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH
YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS
PROVIDED UNDER THIS POLICY.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2620957

COMMERCIAL GENERAL LIABILITY
CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, EACH
DESIGNATED LOCATION LISTED ON THE SCHEDULE OF LOCATIONS
SHOWN ON THE DECLARATION PAGE FOR THIS POLICY.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage **A**, and for all medical expenses caused by accidents under Section I — Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage **A**, and for all medical expenses caused by accidents under Section I — Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

PRODUCT RECALL EXPENSE COVERAGE ENDORSEMENT

POLICY NUMBER: s 2620957

COMMERCIAL GENERAL LIABILITY
CG 79 35 07 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

SCHEDULE

SUB-LIMITS OF INSURANCE:

"Product Recall Expense"

Per Occurrence: \$25,000

Annual Aggregate: \$50,000

"Additional Covered Expenses"

The "Additional Covered Expenses" Per Occurrence and Annual Aggregate
Limit is equal to 50% of the above "Product Recall Expense" Limit.

DEDUCTIBLE: N/A

COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS:

THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT RECALL". THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

A. The following is added to SECTION I — COVERAGES:

SECTION I — LIMITED PRODUCT RECALL EXPENSE COVERAGE

1. Insuring Agreement

- a.** We will reimburse you for "Product Recall Expense" and "Additional Covered Expenses" incurred by you because of a "product recall" to which this insurance applies.

The amount of such reimbursement is limited as described in **SECTION III — LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.

- b.** This insurance applies to a "product recall" only if the "product recall" is initiated in the "coverage territory" during the policy period because:

- (1)** You determine that the "product recall" is necessary; or
- (2)** An authorized government entity has ordered you to conduct a "product recall".

c. We will reimburse you for "Product Recall Expense" and "Additional Covered Expenses" only if:

- (1) These expenses are incurred within one year of the date the "product recall" was initiated;
- (2) These expenses are reported to us within one year of the date the expenses were incurred; and
- (3) The product that is the subject of the "product recall" is not listed in the **"COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS"** entry in the **SCHEDULE** above.

d. The initiation of a "product recall" will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product recall". This applies regardless of whether the determination to conduct a "product recall" is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product recall".

e. "Product Recall Expense" or "Additional Covered Expenses" incurred to recall "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product recall".

2. Exclusions

This insurance does not apply to "Product Recall Expense" or "Additional Covered Expenses" arising out of:

a. Any "product recall" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".

b. Any "product recall" initiated due to copyright, patent, trade secret, trade dress, trade name or trademark infringements, or any other intellectual property laws.

c. Any "product recall" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

- (1) An error in manufacturing, design, or processing;
- (2) Transportation of "your product"; or
- (3) "Product tampering".

d. Any "product recall" initiated due to expiration of the designated shelf life of "your product".

e. A "product recall", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

f. A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A — Bodily Injury And Property Damage Liability** by endorsement.

g. A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

h. The defense of a claim or "suit" against you for liability arising out of a "product recall".

i. Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

j. Any loss, cost or expense due to any:

- (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

- k. Liability assumed by you in any contract or agreement.
- l. Damages or expenses arising out of the violation of any government regulation.
- m. Any unauthorized change in "your product" after it leaves your possession or control. This exclusion does not apply to a covered "product recall" due to "product tampering."
- n. Redistribution or replacement of "your product" which has been recalled by like products or substitutes.
- o. Caprice or whim of the insured.
- p. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- q. Willful, dishonest, fraudulent, criminal or malicious acts.

B. For the purposes of this endorsement, **SECTION III — LIMITS OF INSURANCE** is replaced by the following:

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the **SCHEDULE** are Sub-Limits and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Product recalls" initiated; or
 - c. Number of "your products" withdrawn.
2. If there are no amounts shown in the **SCHEDULE**, these Sub-Limits will apply:
 - a. "Product Recall Expense":

Per Occurrence	\$25,000
Annual Aggregate	\$25,000
 - b. "Additional Covered Expense": The Per Occurrence and Annual Aggregate is 50% of the "Product Recall Expense" Per Occurrence and Annual Aggregate limit.
3. The most we will pay for "Product Recall Expense" during any policy period is the Annual Aggregate Sub-Limit shown on this endorsement's **SCHEDULE**.

4. The most we will pay for "Additional Covered Expenses" during any policy period is 50% of the "Product Recall Expense" Annual Aggregate Sub-Limit on this endorsement's **SCHEDULE**.

5. Deductible Provision

a. Deductible

We will only pay for the amount of "Product Recall Expense" and "Additional Covered Expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product recall". The Limits of Insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

C. For the purposes of this endorsement, the Duties In The Event Of Occurrence, Claim Or Suit Condition under **SECTION IV — CONDITIONS** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Recall"

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product recall". To the extent possible, notice should include:
 - (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- b. If a "product recall" is initiated, you must:
- (1) Immediately record the specifics of the "product recall" and the date it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product recall" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product recall". Any financial gain or salvage recovery you receive or may be entitled to receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "Product Recall Expense" and "Additional Covered Expenses".

- d. You and any others involved insured must:
- (1) Immediately send us copies of pertinent correspondence received in connection with the "product recall";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the "product recall".

D. For the purposes of this endorsement, the following condition is added to SECTION IV — CONDITIONS:

Concealment Or Fraud

We will not provide coverage under **SECTION I** of this endorsement to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or
2. Intentionally concealed or misrepresented a material fact concerning a "product recall" or "Product Recall Expenses" or "Additional Covered Expenses" incurred by you under **SECTION I** of this endorsement.

E. The following definitions are added to SECTION V — DEFINITIONS:

1. "Additional Covered Expenses" includes reimbursement to the named insured for "customer consequential loss of profit expense", "cost to replace", "good faith advertising".

2. "Customer consequential loss of profit expense" means the loss of financial gain incurred by your direct customers as a consequence of the "product recall" of "your product" or the "product recall" of their product because their product incorporated "your product."
3. "Cost to replace" means the cost to produce or acquire a like replacement product, including the cost to return "your product" to the purchaser, not to exceed the cost of goods sold. This also includes the cost of unsold finished stock but only if your product cannot be repaired, reconditioned, decontaminated or made marketable.
4. "Good faith advertising" means those advertising costs you pay for the specific purpose of regaining customer approval or faith in "your product."
5. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
6. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product recall" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

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

As used in this definition, 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 applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Product recall" means the recall or withdrawal:
 - a. From the market; or
 - b. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected defects in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

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

As used in this definition, 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 applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Product Recall Expense" means those reasonable expenses, listed below, paid on a reimbursement basis and directly related to a "product recall":

- a. Costs of advertising;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

- d. Costs of hiring independent contractors and other temporary employees;
- e. Costs of transportation, shipping or packaging;
- f. Costs of warehouse or storage space; or
- g. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products.
- h. Inspection and testing of "your products" to determine whether or not they may be subject to a "product recall".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

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

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V — Definitions**.

SECTION I — COVERAGES

COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III — Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages **A** and **B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of **Section II — Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured

This exclusion does not apply to: .

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, 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 applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III — Limits Of Insurance.**

COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III — Limits Of Insurance**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

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

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

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

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

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

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

COVERAGE C — MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the limits of insurance.

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of **Section I — Coverage A — Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II — WHO IS AN INSURED

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

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

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

(2) "Property damage" to property:

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

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

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

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. 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 Part.

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 there is no other similar insurance available 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 **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. 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.

You must see to it that we receive written notice of the claim or "suit" 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 injury or damage to which this insurance 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, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance 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 insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

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

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **Section I — Coverage A — Bodily Injury And Property Damage Liability.**

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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 insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) 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 the Declarations of this Coverage Part.

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 limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b.** While it is in or on an aircraft, watercraft or "auto"; or
 - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

As used in this definition, 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 applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

EXCLUSION — WAR

COMMERCIAL GENERAL LIABILITY
CG 00 70 01 26

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion i. War under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

i. War

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

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

This exclusion applies regardless of the means used in any of the above, in Paragraphs (1) through (3), including, but not limited to, cyber means.

B. Exclusion o. War under Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

This exclusion applies regardless of the means used in any of the above, in Paragraphs (1) through (3), including, but not limited to, cyber means.

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MICHIGAN CHANGES

COMMERCIAL GENERAL LIABILITY
CG 01 68 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** The paragraph relating to prejudgment interest in **Supplementary Payments**, Section **I**, is replaced by the following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

- B.** With respect to the **Duties** Condition, Section **IV**:

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.
2. The last sentence of Paragraph **2.b.** is deleted.
3. The reference to Paragraph **d.** is amended to read Paragraph **e.**
4. The following is added:
 - d.** Failure to give any notice required by this condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

- C.** The **Criminal Acts** Exclusion under **Coverage B - Personal And Advertising Injury Liability** of the Commercial General Liability Coverage Part is replaced by the following:

Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

However, this exclusion only applies to the extent that the insured:

1. Admits, under oath; or
2. Is determined in any legal proceeding;

to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

- D.** The **Criminal Or Fraudulent Acts** Exclusion of the Electronic Data Liability Coverage Form is replaced by the following:

Criminal Or Fraudulent Acts

"Loss of electronic data" arising out of a criminal or fraudulent act committed by or at the direction of the insured.

However, with respect to "loss of electronic data" arising out of a criminal act, this exclusion only applies to the extent that the insured:

1. Admits, under oath; or
2. Is determined in any legal proceeding;

to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

50002FS 2620957 442

EXCLUSION — ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

COMMERCIAL GENERAL LIABILITY
CG 21 06 12 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

“Bodily injury” or “property damage” arising out of any access to or disclosure of any person’s or organization’s confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

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

- B.** The following is added to Paragraph 2. **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

“Personal and advertising injury” arising out of any access to or disclosure of any person’s or organization’s confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

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

50002FS 2620957 443

EMPLOYMENT-RELATED PRACTICES EXCLUSION

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

B. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

50002FS 2620957 444

FUNGI OR BACTERIA EXCLUSION

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

50002FS 2620957 445

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMERCIAL GENERAL LIABILITY
CG 21 70 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

50002FS 2620957 446

EXCLUSION — EXTERIOR INSULATION AND FINISH SYSTEMS

COMMERCIAL GENERAL LIABILITY
CG 21 86 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

50002FS 2620957 447

SILICA OR SILICA-RELATED DUST EXCLUSION

COMMERCIAL GENERAL LIABILITY
CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- C. The following definitions are added to the Definitions Section:**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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EXCLUSION — PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

COMMERCIAL GENERAL LIABILITY
CG 40 32 05 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

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C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

- b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1**.

EXCLUSION - CYBER INCIDENT

Item 8B.

COMMERCIAL GENERAL LIABILITY
CG 40 35 12 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. For the purposes of this endorsement, the following definition is added to the Definitions Section:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

50002FS 2620957 451

EXCLUSION — SNOW AND ICE REMOVAL

COMMERCIAL GENERAL LIABILITY
CG 72 40 11 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The above coverage is hereby amended as follows:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of snow and ice removal activities that are performed for others by the insured or by any contractors or subcontractors working on the insureds behalf. Snow and Ice Removal includes but is not limited to; snow plowing, snow blowing, snow or ice clearing, shoveling or salting, by any means whether mechanical or by hand.

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CG 72 40 11 99

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 04 25

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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Page 1 of 9

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 04 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) **two or more Coverage Parts of this policy**, or (b) **two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. “Insured contract” under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

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

Electronic Data Liability

A. Exclusion p. **Electronic Data** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”.

However, this exclusion does not apply to liability for damages because of:

- (1) “Bodily injury”; or
- (2) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that results from physical injury to tangible property.

The exception in the paragraph above does not apply to claims for damages because of “bodily injury”, “property damage”, notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a “cyber incident”.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to the Each Occurrence Limit in Paragraph 5., the most we will pay under **COVERAGE A** for “property damage” because of all loss of “electronic data” arising out of any one “occurrence” is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS**, 2. **Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) “Not-for-profit members”;
- (2) “Golfing facility” members who are not paid a fee, salary, or other compensation; or
- (3) “Volunteer workers”.

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS**, 2. **Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the “products-completed operations hazard”.

This exclusion does not apply to “your products” sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

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

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your “not-for-profit members”.

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to “bodily injury” to a “temporary worker” caused by a co-“employee” who is not a “temporary worker”.
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to “property damage” to the property of a “temporary worker” or “volunteer worker” caused by a co-“employee” who is not a “temporary worker” or “volunteer worker”.
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to “bodily injury” caused by cardio-pulmonary resuscitation or first aid services administered by a co-“employee”.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer’s Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with 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. However, **COVERAGE A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to “your work” only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
 - b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and

3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED**;
2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to SECTION V — DEFINITIONS:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

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 applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, 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 purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

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LIMITED "PROPERTY DAMAGE" CARE, CUSTODY AND CONTROL EXTENSION ENDORSEMENT Basic Form (Including Coverage For Lost Keys)

COMMERCIAL GENERAL LIABILITY
CG 79 33 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limited "Property Damage" Care, Custody and Control Extension

Limits of Insurance

Occurrence Limit - Personal Property	\$2,500	
Occurrence Limit - Real Property	\$2,500	
Aggregate Limit	\$5,000	
Deductible	\$500	Each "Occurrence"

Limited Coverage Extension

The limited coverage extension provided by this Endorsement is subject to the Limits of Insurance contained in the Schedule above, and as further explained in the section entitled **Limits Of Insurance**, set forth below.

Except as modified by this Endorsement, all other terms, conditions, exclusions and definitions contained in the Commercial General Liability Coverage Part apply.

If this insurance applies, and subject to the Limited Coverage Extension Exclusions, below, we will pay at your request and irrespective of the fault of any insured, for "property damage" to:

1. Property loaned to you by anyone other than an insured;
2. Personal property, including keys, in the care, custody or control of an insured; or
3. Real property on which you or any subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

Additional Definitions

As used in this endorsement, "property damage" also includes:

1. Loss or damage of tangible property resulting from burglary, robbery, theft or mysterious disappearance; or
2. Adjustment of locks to fit new keys or the cost and installation of new locks when replacing keys covered under Limited Coverage Extension Item 2. above;

Provided that such "property damage" is not a result of any dishonest act on the part of any insured, his employees or agents, whether acting alone or in collusion.

Limited Coverage Extension Exclusion

With respect to this coverage extension only, Exclusion j. relating to damage to property, is replaced by the following:

This insurance does not apply to:

1. Property you own, rent or occupy, other than property you rent or occupy on a temporary basis only for:
 - a. A trade show or exhibit;

- b. A training or educational seminar; or
 - c. Storage of your equipment or supplies for a period of less than seven days.
2. Personal property in the care, custody or control of an insured:
- a. While such property is on premises you own, rent, or occupy for the purpose of sale, storage, safekeeping, repair or having work performed on it; or
 - b. If such property is either a tool(s) or equipment that is being used by the insured.
3. Any "property damage" arising out of the "products-completed operations hazard."

Limits Of Insurance

1. The Limits of Insurance shown in the Schedule above fixes the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. Our obligation to pay damages on your behalf pursuant to this Endorsement applies only to the amount of damages in excess of the deductible shown in the Schedule, above. The deductible amount applies to all damages because of "property damage" arising from one "occurrence." The terms of this insurance, including those with respect to:
- a. Our right and duty to defend "suits" seeking damages; and
 - b. Your duties in the event of an "occurrence," claim or "suit"

apply irrespective of the application of the deductible amount. We may pay any part or the entire deductible amount to effectuate the settlement of any claim or "suit." Upon such payment, you shall promptly reimburse us the deductible amount that has been paid on your behalf by us.

3. The Limited "Property Damage" Care, Custody and Control Extension Aggregate Limit is the most we will pay under this Endorsement for the sum of:
- a. Damages under Personal Property Coverage; and
 - b. Damages under Real Property Coverage.
4. Subject to 3. above, the Limited "Property Damage" Care, Custody and Control Extension Occurrence Limit - Personal Property is the most we will pay under this endorsement for the sum of all "property damage" to personal property arising out of any one "occurrence."
5. Subject to 3. above, the Limited "Property Damage" Care, Custody and Control Extension Occurrence Limit - Real Property is the most we will pay under this endorsement for the sum of all "property damage" to real property arising out of any one "occurrence."
6. In the event of a claim that is covered by this Endorsement, we may request that you replace the property or furnish the labor and materials necessary for repairs thereto at the actual cost to you: excluding prospective profit or overhead charges of any nature. You may refuse that request. Any property paid for or replaced under this endorsement shall, at our option, become our property.
7. Payment made pursuant to the terms of this Endorsement shall not constitute an admission of either your legal liability or ours, except as provided by the terms of this Endorsement.

EXCLUSION — VIOLATION OF LAW ADDRESSING DATA PRIVACY (INCLUDING BIOMETRIC INFORMATION)

COMMERCIAL GENERAL LIABILITY
CG 80 64 09 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to Paragraph 2. **Exclusions** for **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

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

1. Any action or omission that violates or is alleged to violate any current or future federal, state or local statute, ordinance, regulation, common law or other law that addresses, prohibits, or limits access to, use of or the recording, printing, dissemination, distribution, disclosure, obtaining, collecting, capturing, possessing, storing, protecting, safeguarding, retention, sending, transmitting, communicating, releasing, destruction, disposal, selling, leasing, purchasing or trading of any other types for profit, of any person's or organization's confidential or personal material or information including financial, health, "biometric information" or other nonpublic material or information, including but not limited to:
 - a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
 - b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, common law or other law described in Paragraph 1. above, including but not limited to the European Union's General Data Protection Regulation.

Paragraphs 1. and 2. above include the violation of any policies or practices enacted in support of such laws as well as violations of any subsequent rules or regulations promulgated thereunder.

- B.** The following is added to **SECTION V — DEFINITIONS**:

"Biometric information" means:

1. Any biometric identifier including but not limited to retina or iris scan, fingerprint, voiceprint or scan of hand or face geometry; or
2. Any information, regardless of how it is captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual.

Previous Policy Number
S 2620957Policy Number
S 2620957

Item 8B.

MICHIGAN BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: October 13, 2026

Coverage Effective Date: OCTOBER 13, 2026

Business of Named Insured: LIGHTING

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

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS.

This Policy provides only those coverages where a charge and limit, if applicable, are shown in the columns below. Each of the "auto"-related coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the "auto"-related coverage.

THIS POLICY MAY BE SUBJECT TO FINAL AUDIT.**Coverage Schedule**

Coverages	Covered Autos Symbols	Limit Or Deductible	Premium
Covered Autos Liability	7	Each "Accident" \$510,000 CSL	\$468.00
Personal Injury Protection (Or Equivalent No-fault Coverage)	7	Separately stated in Each P.I.P. Endorsement Minus Deductible	\$223.00
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately stated in Each Added P.I.P. Endorsement	
Property Protection Insurance (Michigan Only)	7	Separately stated in the P.P.I. Endorsement minus any applicable deductible shown on the Auto Schedule.	\$22.00
Auto Medical Payments		Each Insured See ITEM TWO For Covered "Autos" Insured On A Specified Car Basis	
Uninsured Motorists			
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)			
Physical Damage - Comprehensive Coverage		Deductible shown on the Auto Schedule for Each Covered Auto. (A maximum deductible may also apply. Refer to Coverage Form for details.)	
Physical Damage - Specified Causes Of Loss Coverage		Deductible shown on the Auto Schedule for Each Covered Auto. (A maximum deductible may also apply. Refer to Coverage Form for details.)	
Physical Damage - Collision Coverage		Deductible shown on the Auto Schedule for Each Covered Auto.	
Physical Damage Towing and Labor Coverage		Limit For Each Disablement of a Private Passenger "Auto", Light or Medium Truck shown on the Auto Schedule for Each Covered Auto.	
Premium for Endorsement			\$25.00
Forms and Endorsements:		Total Premium	
Refer to "Commercial Policy Forms and Endorsement Schedule"		\$752.00 (This premium may be subject to adjustment.)	

Previous Policy Number
S 2620957

Policy Number
S 2620957

MICHIGAN BUSINESS AUTOMOBILE COVERAGE
DECLARATION — (Continued)

Policy Effective Date: October 13, 2026					Coverage Effective Date: OCTOBER 13, 2026						
ITEM TWO (continued) - Schedule of Coverages And Covered Autos											
AUTO SCHEDULE											
Covered Auto No.	Trade Name	Year	Body Type	Vehicle ID. No. (VIN)	Size Class GVWR	Use / Class/ Radius Code	List Symbol	Purchased		Original Cost New	
								Year	New/Used		
MI	1	FORD	87	E30	1FDKE30L4HHA90915	M	C/231890/L				
No.	Terr.	Liability Insurance Premium	Personal Injury Protection or F.P.B.		Add P.I.P. Or F.P.B.	Property Protection Insurance		Auto Medical Payments		Towing and Labor	
			Deductible	Premium		Deductible	Premium	Limit Each Insured	Premium	Limit	Premium
MI	1	124	468	FULL	223	FULL	22				
Total			468	223	22						
No.	Physical Damage Insurance										
	Comprehensive			Specified Cause of Loss			Collision				
	Deductible for Loss Caused by Theft or Mischief or Vandalism	Deductible For All Perils	Premium	Deductible for Loss Caused by Theft or Mischief or Vandalism	Deductible For All Perils	Premium	Deductible	Premium			
MI	1										
Totals											

CA-4166 (04/24)

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MICHIGAN BUSINESS AUTOMOBILE COVERAGE DECLARATION — (Continued)

Policy Effective Date: October 13, 2026			Coverage Effective Date: OCTOBER 13, 2026		
ITEM THREE - Schedule of Covered Autos You Own (see Auto Schedule) - Loss Payee - Any Loss is Payable as Interest May Appear to You and: Vehicle No. _____ Name and Address of Loss Payee _____ 					
ITEM FOUR - Schedule of Hired Or Borrowed Covered Auto Coverage and Premiums. Liability Insurance - Rating Basis, Cost of Hire					
Covered Autos Liability Coverage - Cost Of Hire Rating Basis (Other Than Mobile Or Farm Equipment)					
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	Premium
Primary Coverage					
Excess Coverage					
Total Hired Auto Premium					
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					
Physical Damage Coverages - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)					
Coverage	State	Deductible	Est. Annual Cost Of Hire (Excluding Autos Hired With A Driver)	Rate per Each \$100 Annual Cost Of Hire	Premium
Comprehensive		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (A maximum deductible may also apply. Refer to Coverage Form for details.)			
Specified Causes Of Loss		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (A maximum deductible may also apply. Refer to Coverage Form for details.)			
Collision		Deductible For Each Covered Auto			
Total Hired Auto Premium					
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver. Physical Damage Insurance applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.					

Previous Policy Number
S 2620957

Policy Number
S 2620957

MICHIGAN BUSINESS AUTOMOBILE COVERAGE DECLARATION — (Continued)

Policy Effective Date: October 13, 2026

Coverage Effective Date: OCTOBER 13, 2026

ITEM FIVE - Schedule Non-Ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Auto Service Operations, Partnerships Or LLCs	Number of Employees		
	Number of Volunteers		
Auto Service Operations	Number of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number of Volunteers		
	Number of Partners (Active and Inactive) Or LLC Members		
Partnerships Or LLCs	Number of Employees		
	Number of Volunteers		
	Number of Partners (Active and Inactive) Or LLC Members		
Total Non-Ownership Covered Autos Liability Premium			

ITEM SIX - Schedule for Gross Receipts or Mileage Basis - Liability Insurance - Public Auto or Leased Rental Concerns

Estimated Yearly	Rates		Premium	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

MICHIGAN PERSONAL INJURY PROTECTION

POLICY NUMBER: s 2620957

COMMERCIAL AUTO
CA 22 20 03 26

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverage	Limit Of Insurance
Medical Expenses	UNLIMITED Per Person
Funeral Expenses	Up To \$1,750 Per Person
Work Loss	Up To \$7,201* For Any 30-day Period
Replacement Services	\$20 Per Day Maximum
Survivor's Loss Benefits Consisting Of Income Loss Benefits And Replacement Services	Up To \$7,201* For Any 30-day Period Subject To A \$20 Per Day Maximum For Replacement Services

* Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.

The following option applies as indicated in the Declarations or by an X in the box below:

Excess Attendant Care

☐ Excess Attendant Care Coverage Limit: \$ 10,000 Per Person/Per Accident

If you are an individual, the following options apply as indicated in the Declarations or by an X in the box below:

Rejection Of Medical Expenses

☐ Medical Expenses Coverage Does Not Apply To You Or Any "Family Member"

"Qualified Health Coverage" Applicable To The \$250,000 Limit For Medical Expenses

☐ "Qualified Health Coverage" Applies To Individuals

If listed below or in the Declarations, coverage for medical expenses is excluded for the following persons:

Attendant Care Provision Described In Paragraph D. Limit Of Insurance

☐

Attendant Care Coverage Is Provided In Excess Of The 56 Hours Per Week Under Medical Expenses Coverage

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

A. Coverage

We will pay Personal Injury Protection benefits to or for an "insured" who sustains "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. Medical Expenses

Reasonable and necessary medical expenses for an "insured's" care, recovery or rehabilitation. Charges for a hospital room are limited to those customary for a semiprivate room, unless special or intensive care is required.

This includes attendant care.

2. Funeral Expenses

Reasonable funeral and burial expenses.

3. Work Loss

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30-day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the three years after the "accident". It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

4. Replacement Services

Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the three years after the "accident". It does not apply after an "insured" dies.

5. Survivor's loss benefits consisting of:

a. Income Loss

The contributions a deceased "insured's" spouse and dependents would have received, as dependents, if the "insured" had not died as a result of the "accident".

b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30-day period for the total of survivor's loss benefits is the amount shown in the Schedule unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefits we will pay. These benefits are payable during the three years after the "accident" but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

Survivor's loss benefits are payable during the three years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or mentally unable to earn a living or a full-time student.

B. Who Is An Insured

1. You or any "family member".

2. Anyone else who sustains "bodily injury" who is a resident of Michigan and is entitled to Michigan no-fault benefits as a Named Insured, Named Insured's spouse or "family member" under another policy:

a. While "occupying" a covered "auto"; or

- b. While "occupying" any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the Policy's Covered Autos Liability Coverage.
- 3. Anyone else who sustains "bodily injury" while "occupying" a motorcycle if the "accident" involves an "auto".

C. Exclusions

1. We will not pay Personal Injury Protection benefits for "bodily injury":
 - a. To anyone causing intentional "bodily injury" to himself, herself or anyone else.
 - b. To anyone willingly operating or willingly using an "auto" he or she has taken unlawfully, and that person knew or should have known that the "auto" was taken unlawfully.
 - c. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member".
 - d. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto".
 - e. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.
 - f. To a Named Insured's spouse or any "family member" entitled to Michigan no-fault benefits as a Named Insured under another policy providing similar coverage except while "occupying" a motorcycle.
 - g. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member".
 - h. To anyone while "occupying" an "auto" located for use as a residence or premises.
 - i. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:
 - (1) School bus;
 - (2) Certified common carrier;
 - (3) Bus operated under a government sponsored transportation program;
 - (4) Bus operated by or servicing a nonprofit organization;

- (5) Bus operated by a watercraft, bicycle or horse livery used only to transport passengers to or from a destination point;
- (6) Taxicab;
- (7) Transportation network company vehicle; or
- (8) Motor vehicle insured under a policy for which the individual Named Insured has elected not to maintain personal injury protection coverage or to which an exclusion related to qualified health coverage applies under such policy.
- j. To you or any "family member" while "occupying" an "auto" which is owned or registered by you or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.
- k. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a "family member" outside Michigan. This exclusion does not apply to you or a "family member", nor does it apply under medical or funeral expense benefits.
- l. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:
 - (1) The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury";
 - (2) The "bodily injury" results from physical contact with:
 - (a) Equipment permanently mounted on the "auto" while the equipment is being used; or
 - (b) Property being lifted onto or lowered from the "auto"; or
 - (3) The "bodily injury" is sustained while "occupying" the "auto".

However, Exceptions (2) and (3) to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading or doing mechanical work on an "auto", unless the injury arises from the use or operation of another vehicle.

m. To you or any "family member" while "occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.

n. Arising directly or indirectly out of:

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

o. Sustained by anyone who is not a resident of Michigan unless, at the time of the "accident", such person is the owner of a motor vehicle which is registered in Michigan and to which the security required under the Michigan Insurance Code is in effect.

2. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured if:

- a. Rejection Of Medical Expenses is indicated in the Schedule or in the Declarations; and
- b. That individual Named Insured has signed a form rejecting coverage for medical expenses.

3. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured if:

- a. Such Named Insured is covered under "qualified health coverage" as defined in Paragraph **F.4.a.** of the Definitions section;
- b. "Qualified health coverage" is indicated in the Schedule or in the Declarations; and
- c. The Schedule or the Declarations indicates that coverage for medical expenses is excluded for such individual Named Insured.

4. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured's spouse or any "family member" if:

- a. Such person is covered under "qualified health coverage" as defined in Paragraph **F.4.a.** or **F.4.b.** of the Definitions section;

b. "Qualified health coverage" is indicated in the Schedule or in the Declarations; and

c. The Schedule or the Declarations indicates that coverage for medical expenses is excluded for such person.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, vehicles involved in the "accident" or insurers providing no-fault benefits, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" are the amounts shown in the Schedule.

2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:

- a. The benefits serve the same purpose as personal injury protection benefits; and
- b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the "insured".

3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member".

The following provisions are added:

Attendant Care

If attendant care is rendered in an "insured's" home and is provided directly, or indirectly through another person, by any of the following:

- a. A person who is related to the "insured";
- b. A person who resides in the "insured's" household; or
- c. A person with whom the "insured" had a business or social relationship before the injury;

we will pay up to 56 hours per week under Medical Expenses coverage. We may opt to pay in excess of the 56 hours per week under Medical Expenses Coverage if indicated in the Schedule or in the Declarations.

Excess Attendant Care

If Excess Attendant Care is indicated in the Schedule or in the Declarations, we will pay up to the limit shown in the Schedule or in the Declarations. The Excess Attendant Care Coverage limit shown in the Schedule or in the Declarations is in addition to the Limit Of Insurance shown in the Schedule or in the Declarations for medical expenses.

E. Changes In Conditions

1. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident".

3. **Legal Action Against Us** is amended by the addition of the following:

No claimant may bring a legal action for Personal Injury Protection benefits against us more than a year after the "accident". There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent allowable expense, work loss or survivor's loss has been incurred. The commencement of an action and the recovery of benefits is tolled from the date of a specific claim for payment of personal injury protection benefits until the date we formally deny the claim. Such tolling does not apply if the person claiming the benefits fails to pursue the claim with reasonable diligence.

However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

4. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by adding the following:

- a. If Medical Expenses are payable under two or more policies, benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.
- b. If an "insured" is a Named Insured under this Policy and that "insured" is insured as a spouse or as a "family member" under another policy providing similar coverage, Medical Expenses benefits for such named insured are only payable up to the Limit Of Insurance shown in the Schedule or in the Declarations for each person under this Policy.

5. The following conditions are added:

Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

Coordination And Nonduplication

- a. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the Policy providing the highest dollar limit.
- b. No person may recover duplicate benefits for the same expenses or loss.
- c. An "insured" who sustains "bodily injury" resulting from an "accident" which shows evidence of the involvement of an "auto" while an operator or passenger of a motorcycle shall claim insurance benefits in the following order of priority:
 - (1) The insurer of the owner or registrant of the "auto" involved in the "accident".
 - (2) The insurer of the operator of the "auto" involved in the "accident".
 - (3) The "auto" insurer of the operator of the motorcycle involved in the "accident".
 - (4) The "auto" insurer of the owner or registrant of the motorcycle involved in the "accident".

If personal injury protection benefits are payable under two or more policies in the same order of priority, the benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.

Premium Recomputation

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the Policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable, we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

Qualified Health Coverage Ineligibility

The individual Named Insured shall notify us when "qualified health coverage" has been terminated for you or any "family member" if the Schedule or the Declarations indicates that coverage for medical expenses is excluded for you or any "family member". In such case, the individual Named Insured shall obtain coverage for personal injury protection benefits within 30 days after the effective date of the termination of "qualified health coverage".

If it is determined that:

- a. The individual Named Insured who is listed as excluded from coverage for medical expenses in the Schedule or in the Declarations did not have "qualified health coverage" as defined in Paragraph **F.4.a.** of the Definitions section; or
- b. The individual Named Insured's spouse or any "family member" who is listed as excluded from coverage for medical expenses in the Schedule or in the Declarations did not have "qualified health coverage" as defined in Paragraph **F.4.a.** or **F.4.b.** of the Definitions section;

in effect at the time an "accident" occurred which resulted in "bodily injury" to that individual Named Insured, individual Named Insured's spouse or "family member" after the 30-day period in which the "qualified health coverage" has elapsed and the individual Named Insured did not obtain personal injury protection coverage within such period, such injured person is not entitled to medical expenses benefits under this Policy.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the Policy.
2. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Qualified health coverage" means either of the following:
 - a. Other health or accident coverage in which:
 - (1) Such coverage does not exclude or limit coverage for "bodily injury" sustained in an "auto accident"; and
 - (2) The annual deductible for such coverage is \$6,579 or less per individual, or the amount as annually adjusted by the Director of the Department of Insurance and Financial Services; or
 - b. Coverage provided under Parts A and B of Medicare.

BUSINESS AUTO COVERAGE FORM

COMMERCIAL AUTO
CA 00 01 11 20

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V — Definitions.

SECTION I — COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "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.
9	Non-owned "Autos" only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II — COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".
This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 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.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

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

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or

- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

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

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III — PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage — Hitting A Bird Or Animal - Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

- a. **Transportation Expenses**

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. **Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph **c.** above.
5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- a. Permanently installed in or upon the covered "auto";
 - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

- c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
 - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:
- a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance, provided that:

1. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV — BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. **General Conditions**

1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee - Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V — DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The “bodily injury”, “property damage” or “covered pollution cost or expense” does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of “mobile equipment”.

Paragraphs b. and c. above do not apply to “accidents” that occur away from premises owned by or rented to an “insured” with respect to “pollutants” not in or upon a covered “auto” if:

- (a) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto”; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

- E. “Diminution in value” means the actual or perceived loss in market value or resale value which results from a direct and accidental “loss”.
- F. “Employee” includes a “leased worker”. “Employee” does not include a “temporary worker”.
- G. “Insured” means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.
- H. “Insured contract” means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for “bodily injury” or “property damage” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your “employees”, of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates you or any of your “employees” to pay for “property damage” to any “auto” rented or leased by you or any of your “employees”.

An “insured contract” does not include that part of any contract or agreement:

- a. That indemnifies a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an “auto” to you or any of your “employees”, if the “auto” is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.
- I. “Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.
- J. “Loss” means direct and accidental loss or damage.
- K. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

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

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

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

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not":

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

MICHIGAN CHANGES

COMMERCIAL AUTO
CA 01 10 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

1. For a covered "auto" subject to the Michigan no-fault law, **Covered Autos Liability Coverage** does not apply to "property damage" to a motor vehicle caused by an "accident" "occurring" in Michigan.

2. The **Expected Or Intended Injury** Exclusion is replaced by the following:

Expected Or Intended Injury

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

However, this exclusion does not apply for coverage up to the minimum limit specified by the Michigan Financial Responsibility Act.

3. The **Racing** Exclusion is replaced by the following:

Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Michigan Financial Responsibility Act.

B. Changes In Physical Damage Coverage

Any **Physical Damage Coverage** and any **Rental Reimbursement Coverage** provided by the Policy do not apply to the extent that Property Protection Coverage benefits are available as required by Michigan law.

C. Changes In Conditions

1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended to:

- a. Revise Paragraph a. to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this condition.

- b. Add the following paragraph:

Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

2. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage in any case of fraud by you at any time as it relates to this Coverage Form. We also do not provide coverage if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

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MICHIGAN CHANGES — CANCELLATION AND NONRENEWAL

COMMERCIAL AUTO
CA 02 17 07 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual and the covered "auto" you own is of the "private passenger type" and the Policy covers fewer than five "autos", the **Cancellation** Common Policy Condition does not apply to that "auto". The following condition applies instead:

Ending This Policy

A. Cancellation

1. You may cancel the Policy by giving us notice of cancellation.
2. When this Policy is in effect less than 55 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering to you within this period written notice of cancellation at least 20 days before the effective date of cancellation. If we cancel for nonpayment of premium, we will mail or deliver notice to you at least 10 days before the effective date of cancellation.
3. When this Policy is in effect 55 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 30 days' notice.
 - a. Nonpayment of premium.
 - b. The named "insured" or any other operator who either resides in the same household or customarily operates an "auto" has had his or her driver's license suspended during the policy period and the revocation or suspension has become final.
 - c. If during the first 55 days after the original issue date of the Policy the risk is unacceptable to us.

But if this Policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 30 days' written notice.

4. Notice of cancellation will state the effective date of cancellation.
5. If this Policy is cancelled, we will send you any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

1. If we decide not to renew or continue this Policy, we will mail or deliver to you written notice at least 30 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this Policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail by certified mail our notice of cancellation to your last mailing address known to us, except that if the Policy is in effect less than 55 days or is a renewal policy or is cancelled for nonpayment of premium, we will mail you notice by regular mail. If notice is mailed, proof of mailing will be sufficient proof of notice.

For all other "private passenger types", the **Cancellation** Common Policy Condition does not apply to Covered Autos Liability Coverage on a covered "auto" of the "private passenger type". The following condition applies instead:

Ending This Policy

A. Cancellation

1. You may cancel the Policy by giving us notice of cancellation.
2. When this Policy is in effect less than 55 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering to you within this period written notice of cancellation at least 20 days before the effective date of cancellation. If we cancel for nonpayment of premium, we will mail or deliver notice to you at least 10 days before the effective date of cancellation.
3. When this Policy is in effect 55 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 20 days' notice.
 - a. Nonpayment of premium.
 - b. The named "insured" or any other operator who either resides in the same household or customarily operates an "auto" has had his or her driver's license suspended during the policy period and the revocation or suspension has become final.
 - c. If during the first 55 days after the original issue date of the Policy the risk is unacceptable to us.

But if this Policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 20 days' written notice.

4. Notice of cancellation will state the effective date of cancellation.
5. If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

1. If we decide not to renew or continue this Policy, we will mail or deliver to you written notice at least 20 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this Policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail by certified mail our notice of cancellation to your last mailing address known to us, except that if the Policy is in effect less than 55 days or is a renewal policy or is cancelled for nonpayment of premium, we will mail you notice by regular mail. If notice is mailed, proof of mailing will be sufficient proof of notice.

EXCLUSION OF FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

COMMERCIAL AUTO
CA 04 42 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following are not "insureds" under Covered Autos Liability Coverage:

- A. The United States of America or any of its agencies.
- B. Any United States Government "employee", including you, for "bodily injury" or "property damage" resulting from the operation of an "auto", if:
 - 1. The "bodily injury" or "property damage" results while the "employee" is acting as an "employee"; and

- 2. The Federal Tort Claims Act requires the U.S. Attorney General to defend the "employee" in any civil action or proceeding that may be brought for the "bodily injury" or "property damage".

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MICHIGAN PROPERTY PROTECTION COVERAGE

COMMERCIAL AUTO
CA 22 24 07 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE



If indicated to the left or in the Declarations, **Exclusion 11.** as described below does not apply.

A. Coverage

We will pay for "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" as an "auto". A covered "auto" under this coverage includes an "auto" operated by, but not owned by, you or any "family member" to which the Covered Autos Liability Coverage of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an "accident" which happens in Michigan.

B. Exclusions

This insurance does not apply to:

1. "Property damage" to property owned by you or any "family member" if you or any "family member" was the owner, operator or registrant of an "auto" involved in the "accident" which caused the "property damage".
2. "Property damage" to any covered "auto" or its contents.
3. "Property damage" to any "auto" which is not a covered "auto" or to its contents. However, this exclusion does not apply to the "auto" or its contents if the "auto" was parked in such a way as not to cause unreasonable risk of the "property damage".
4. "Property damage" to the property of anyone while using a covered "auto" without "your" consent, unless that person reasonably believed he or she was entitled to use the "auto".
5. "Property damage" caused intentionally by any claimant.
6. "Property damage" to any property while a covered "auto" is located for use as a residence or premises.
7. "Property damage" to property as a result of an "accident" involving an "auto" not owned by you or any "family member". This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
8. "Property damage" to any property you accept for transportation as a 'motor carrier' as that term is defined in Chapter 475 of the Michigan Compiled Laws. However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.
9. "Property damage" to property that occurs within the course of the business of repairing, servicing or otherwise maintaining motor vehicles.
10. "Property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

11. "Property damage" to property as a result of an "accident" involving a covered "auto" used by anyone who is not a resident of Michigan unless at the time of the accident such person is the owner of a motor vehicle registered in Michigan and to which the security required by Michigan Insurance Code is in effect. This exclusion applies unless otherwise indicated in the Schedule or in the Declarations.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made, vehicles involved in the "accident" or insurers providing property protection insurance, the most we will pay for all "property damage" resulting from any one "accident" is \$1,000,000. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.
2. Any amount we would otherwise pay for "property damage" will be reduced by any deductible shown in the Declarations prior to the application of our Limit of Insurance. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

D. Changes In Conditions

The Conditions are changed for Property Protection Coverage as follows:

1. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.
2. **Legal Action Against Us** is amended by the addition of the following:
No action to recover property protection insurance may be brought against us more than a year after the "accident".

3. The following conditions are added:

Reimbursement And Trust

If we make any payment to a claimant who recovers from a party legally responsible for "property damage", the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

Nonduplication

We will not pay duplicate benefits for the same expenses or loss.

Claimants Notice To Us

A claimant must promptly notify us of an "accident" and must tell us how, when and where the "accident" happened.

E. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code.
2. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Property damage" means damage to tangible property including the loss of use of such tangible property.

MICHIGAN PUBLIC OR LIVERY PASSENGER CONVEYANCE, TRANSPORTATION NETWORK AND ON-DEMAND DELIVERY SERVICES EXCLUSION

COMMERCIAL AUTO
CA 23 77 02 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added.

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

B. Changes In Physical Damage Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

D. Changes In Uninsured Motorists Coverage

If Uninsured Motorists Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

E. Changes In Personal Injury Protection Coverage

If Personal Injury Protection Coverage is attached, then the following exclusion is added:

Transportation Network And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. During any period of time, by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

F. Changes In Property Protection Coverage

If Property Protection Coverage is attached, then the following exclusion is added:

Transportation Network And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. During any period of time, by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

G. Additional Definitions

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
 - a. With drivers; or
 - b. With local vendors using drivers;
 for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

LIMITED MOBILE EQUIPMENT COVERAGE

COMMERCIAL AUTO
CA 77 74 07 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Except for those types of vehicles listed below, a vehicle within the "mobile equipment" definition under **SECTION V — DEFINITIONS** will be treated as an "auto" solely under **SECTION II — LIABILITY COVERAGE** but only to the extent the "mobile equipment": (1) is being driven under its own power, (2) is being driven in public rights of way, and (3) is subject to a compulsory insurance or financial responsibility law or other mandatory motor vehicle insurance law in the state where it is licensed or principally garaged. This endorsement applies regardless of any Covered Auto Designation Symbol shown in the Declarations solely with respect to the "mobile equipment" described in the foregoing sentence.

This endorsement does not provide coverage for any "mobile equipment" under **SECTION III — PHYSICAL DAMAGE COVERAGE** unless that "mobile equipment" is specifically scheduled as a covered "auto" and a premium charge is made for that "mobile equipment" as a covered "auto" in the Declarations.

Recreational vehicles, snowmobiles, ATVs, off-road motorcycles or any other similar type of vehicles or "mobile equipment" shall never be treated as an "auto" under this endorsement unless the vehicle is specifically scheduled as a covered "auto" and a premium charge is made for that vehicle as a covered "auto" in the Declarations.

If any other coverage part issued by Us or any of Our insurance company affiliates, applies or is deemed by the issuing company to apply to a loss which is also covered by this endorsement, only one coverage part that applies or is deemed by the issuing company to apply will respond to the loss and provide defense.

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ElitePac®
Commercial Automobile Extension

Item 8B.

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

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

1. 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;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

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

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

- 1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
- 2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSURED - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

- 1. It is required in the written contract, written agreement or written permit identified in this section;
- 2. It is permitted by law; and
- 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

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.

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

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

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 or agreement in that "employee's" name, with your 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".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue or any deferred lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

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CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS**COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

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SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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ElitePac®

Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16 04 24

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE	
Employee Owned Autos - Business Use	Coverage Extension
AMENDMENTS TO SECTION II — LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 Per Accident \$500 Deductible Per "Accident"
Limited Liability Companies	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Employees As Insureds	Coverage Extension
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVWR or GCW Greater Than 10,000 Pounds	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension

DESCRIPTION	
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE - Continued	
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension
Green Automobile Replacement Coverage	Coverage Extension
AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V — DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

RACING EXCLUSION

COMMERCIAL AUTO
CA 89 27 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. COVERED AUTOS LIABILITY COVERAGE

SECTION II — COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 13. Racing in the Business Auto Coverage Form and **SECTION I - COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 4. Exclusions, i. Racing** in the Auto Dealers Coverage Form are deleted and replaced with the following:

Covered "autos" while used in any racing or demolition contest, stunting activity, driver skill racing training, racing school, race driving experience or racing adventure program or while practicing for such contest or activity. We will also not pay for "loss", while that covered "auto" is being prepared for such a contest or activity.

B. PHYSICAL DAMAGE COVERAGE

1. SECTION III — PHYSICAL DAMAGE COVERAGE, B.2. Exclusions in the Business Auto Coverage Form is deleted and replaced with the following:

We will not pay for "loss" to any covered "auto" while used in any racing or demolition contest, stunting activity, driver skill racing training, racing school, race driving experience or racing adventure program or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

2. SECTION I — COVERED AUTOS COVERAGES, F. Physical Damage Coverage, 3.b.(2) Exclusions in the Auto Dealers Coverage Form is deleted and replaced with the following:

Any covered "auto" while used in any racing or demolition contest, stunting activity, driver skill racing training, racing school, race driving experience or racing adventure program or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

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VEHICLE SHARING EXCLUSION

COMMERCIAL AUTO
CA 89 30 10 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. COVERED AUTOS LIABILITY COVERAGE

The following exclusion is added to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** in the Business Auto Coverage Form and **SECTION I - COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 4. Exclusions** in the Auto Dealers Coverage Form:

Vehicle Sharing

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" while it is being used in connection with a "vehicle sharing program".

B. PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions** in the Business Auto Coverage form and **SECTION I - COVERED AUTOS COVERAGES, F. Physical Damage Coverage, 3. Exclusions**:

Vehicle Sharing

We will not pay for "loss" to a covered "auto" while it is being used in connection with a "vehicle sharing program".

C. MEDICAL PAYMENTS COVERAGE

If Auto Medical Payments Coverage is provided in this policy, the following exclusion is added:

This insurance does not apply to "bodily injury" sustained by an "insured" while "occupying" or when struck by, a covered "auto" while it is being used in connection with a "vehicle sharing program".

D. UNINSURED AND / OR UNDERINSURED MOTORISTS COVERAGE

If Uninsured and/or Underinsured Motorists Coverage is provided in this policy, then the following exclusion is added:

This coverage does not apply to "bodily injury" sustained by any "insured" while "occupying" or when struck by a covered "auto" while it is being used in connection with a "vehicle sharing program".

E. PERSONAL INJURY PROTECTION COVERAGE

If a Personal Injury Protection or Additional Personal Injury Protection Endorsement is part of this policy, then the following exclusion is added:

This coverage does not apply to personal injury sustained by any person or "insured" while "occupying" or when struck by a covered "auto" while it is being used in connection with a "vehicle sharing program".

F. DEFINITIONS

The following Definitions are added:

"Vehicle sharing program" means any system, program, platform, application, or process that facilitates the sharing of an "auto" for use by individuals, businesses, or other entities. This does not include the use of a covered "auto" while used in your business by you, your "employee", or your "volunteer worker".

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.



Secretary



President and CEO

Xpress Holiday Lighting

2576 Buckingham Avenue | Birmingham, Michigan 48009
5868500656 | luxlandscapelights@gmail.com | xpressholidaylighting@gmail.com

RECIPIENT:

Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076

Quote #1721

Sent on _____

Total **\$7,300.00**

Product/Service	Description	Qty.	Unit Price	Total
Large Pear Tree	1. 7 Large Trees in Front wrapped in 25 Strands of commercial Grade lights on each tree. 1 Large Christmas Tree Decorated in Back near Pavilion with Estimated 40 Strands of Lights	8	\$350.00	\$2,800.00
C9 Roofline Lights	3. City Hall Facade Lights- 200 Linear Feet of C9 Commercial Grade Lights	1	\$2,100.00	\$2,100.00
Pillar	2. 4 Very Large Pillars Wrapped in Lights	4	\$350.00	\$1,400.00
Sign	4. City Hall Monument Decorated with 4 wreaths and Lights on them.	1	\$400.00	\$400.00
Pillar	5. 2 Entrances with 4 Pillars decorated with Garland Lights and C9 lights on the gutter.	1	\$600.00	\$600.00
Roof	Roofline of Pavilion by Christmas Tree	1	\$1,000.00	\$1,000.00
Large Pear Tree	Additional - 6 Large Pear Trees in front with 20-25 Strands on them	6	\$275.00	\$1,650.00
Roof	Additional- Back Roofline	1	\$1,500.00	\$1,500.00
Bushes	Additional- Bushes by Monument decorated with Commercial Grade LED Lights.	1	\$300.00	\$300.00
Roof	Roofline with LED C9 Lights.	1	\$300.00	\$300.00

Xpress Holiday Lighting

2576 Buckingham Avenue | Birmingham, Michigan 48009
5868500656 | luxlandscapelights@gmail.com | xpressholidaylighting@gmail.com

Total**\$7,300.00**

Design- Reflects our discussions. We can always add or remove anything. Just let me know

Timeline- We will install your Lights in a time frame that meets your needs as long as you lock us in ASAP.

Product- All products are commercial grade quality. You can use any of our color strands for bushes and trees and change year after year. Warm White, Cool White, Red, Blue, or Green lights are all available.

History of Commitment - Xpress Holiday Lighting has been in business for almost 20 years and we're not going away. We install Holiday Lighting for 300 customers per year and primarily specialize in Holiday Lighting. We are confident that we are the most professional holiday décor company in the state.

Service- We will service any issues during the season that arise. This service is built into your cost.

Insurance- We are licensed and insured and will meet any insurance requirements

This quote is valid for the next 30 days, after which values may be subject to change.

**Proposal
for
Tom Kennedy City of Lathrup
Village**

**For service at
27400 Southfield Rd
Lathrup Village, MI**

**Prepared By
Ron Klein**

Holiday Decor

Show off your holiday spirit with our full-service lighting and decorating options. We offer everything you need to transform your property into a holiday wonderland, including lights, cords, timers, and other decorations.

\$ 10,000.00

Item	Description	Quantity	CY 2027		CY 2028		CY 2029	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Trees to Wrap Lights	8	450.00	3,600	477.00	3,816	504	4,045
2	Columns to Wrap	4	200	800	212	848	225	899
3	City Hall Façade Lights	200 Ln/Ft	1600	1,600	1696	1,696	1798	1,798
4	City Hall Monument	1	750	750	795	795	843	843
5	Decorate Public Entrances	2	300	600	318	636	338	675
6	Additional Concepts	1	2650	2,650	2809	2,809	2970	2,970

AUTHORIZATION TO PROCEED WITH ESTIMATE

SavATree has been given authorization to proceed with the estimate and detail of work as outlined in our proposal dated September 14, 2026.

Holiday Decor -

\$ 10,000.00

Ever-Green Clause: To help maintain a vibrant and healthy landscape, your program is considered CONTINUOUS. This means that your program will remain in our calendar and automatically renew each year, ensuring ongoing professional care for your property. You can, of course, CANCEL AT ANY TIME by contacting us.

This proposal has been provided to you on a confidential basis. We kindly request that neither this proposal nor any of its contents be reproduced or shared with any competitor without the prior written consent of SavATree.

Thank you for your continued confidence in our professionalism.

I authorize the work described above and agree to the terms and conditions that follow.

AUTHORIZATION _____ **Dated** _____

Applicable sales tax is added to all services, which are billed upon completion. If you wish to pay via credit card, please complete the information below:

Circle One: MASTERCARD VISA DISCOVER AMEX

Card # _____ **Expire Date** _____

Arborist/Branch Contact:

Account # 10221628

Ron Klein

SavATree

2427 John R Rd

Troy, MI 48083

P:(248) 588-0202

F:(248) 688-9373

E:troy@savatree.com

TERMS AND CONDITIONS FOR HOLIDAY DECOR SERVICES

SavATree, LLC d/b/a SavATree, Swingle Lawn, Tree and Landscape Care, and Mountain High Tree Service collectively referred to as "SavATree". We guarantee the quality of our decorations and workmanship for a period of one season (Oct.-Jan.). Should you have any problems with the display, we want to correct them as soon as possible, so please advise us promptly of any issues. We recommend that you test the lights for several hours for the first five evenings to assure that the lighting program is functioning properly. This will allow us to make corrections and bulb replacements as soon as possible in order to maximize the enjoyment of your decorations. Repairs needed due to theft, vandalism, neglect, extraordinary weather conditions, animals, or acts of nature, are not warranted and will be billed accordingly. We are not responsible for any items that you add to our installed power sources or extension cords. Power failure or damage to lights may occur as a result. We cannot install any customer-owned items that are not listed on your holiday decorating estimate, proposal and/or services agreement. Contact us before installation for any items you are planning to add to the decor program. If customer owned items are added to the display and issues arise concerning the power supplied, then all service visits to address these issues will be billable and shall be invoiced in Colorado at \$95.00 per employee per hour or \$237 per employee per hour if use of a bucket lift truck is necessary, or in Illinois at \$100.00 per employee per hour or \$250.00 per employee per hour if use of a bucket lift truck is necessary, in Minnesota at \$95.00 per employee per hour or \$142.00 per employee per hour if use of a bucket lift truck is necessary, in Michigan at \$104.00 per employee per hour or \$156.00 per employee per hour if a bucket truck is necessary. Some residential or business displays may not be accessible with a bucket lift truck; in this case the last option would be to cancel those portions of the installation where access is not possible. Power failure or tripping of GFI circuits that occur as a result of inclement weather are not the responsibility of SavATree. We will perform required service calls to solve these issues, but we cannot be held liable for damage that may occur as a result of acts of nature, and you agree not to bring any such claims against SavATree.

SERVICE POLICY

All of your decorations will be installed and/or reinstalled in working order. Billable service calls will be invoiced at the above stated rates. There is a one-hour minimum charge for all service calls. Materials required as a result of the service call will be billed in addition.

BILLING CONDITIONS/QUALITY OF SERVICE

In the event that you have a question concerning any billing, contact our office within 7 days, or we will assume that billing is correct. All services, unless otherwise agreed upon, are billed at the time of installation, at which time payment is due. SavATree guarantees the quality of all material and workmanship; however, any questions in regard to the quality of workmanship must be addressed within 7 days of service, or before the next service is to be performed, whichever comes first. Additional charges may apply to future reinstallations for jobs not taken down by SavATree.

CONTINUING SERVICE DECORATION REPLACEMENT AND REPAIR POLICY (CONTINUING SERVICE DECOR)

Upon reinstallation, all non-functioning bulbs and/or miniature light sets will be replaced at no additional charge; this is included in the reinstallation and takedown charge. As plants grow, we will add additional lights to any landscape lighting at our discretion, and bill materials and labor at the appropriate rates. Any additional items requested at the time of service will also be invoiced accordingly.

LEASE AGREEMENT

All materials, supplies, decorations and lights are owned by SavATree during both the lease term and at the completion of the lease term. SavATree and/ or the client have the right to accept or reject an extension of this agreement at the end of the lease term, upon newly agreed upon terms and conditions. Cancellation fees for any part of a lease agreement will be for 50% of the balance of the value of the contract and due and payable within 30 days of cancellation. For multiple year lease agreements, please see separate lease contract.

SEASONAL LIGHTING

Please be advised that all standard lighting that is installed is suitable only to be used as seasonal, temporary lighting, unless otherwise specified. SavATree can only warranty seasonal lighting up to 90 days. Product life expectancy should not exceed 90 days when used continuously.

PHOTOS

Please note, that unless otherwise agreed upon, SavATree reserves the right to take photos of our decor services on your property and use representations of these same photos for marketing purposes to include, but not limited to, brochures, portfolios, internet, or postcards, and your engaging our services constitutes permission for such use by SavATree. The use of photo representations does not imply any financial or other consideration will be given for said use. Further, we reserve the right on commercial accounts to state the property name and/or address.

OFFICE HOURS

SavATree office hours during the Christmas season are from 7:00 a.m. to 4:30 p.m. Monday-Friday. Service call requests received after 4:30 p.m. or over the weekend will be addressed on the following business day. SavATree is closed on Thanksgiving Day, the Friday following Thanksgiving, Christmas Day and New Year's Day. Extreme weather events may cause office hours to be restricted further.

TERMS OF PAYMENT

The total cost estimates within this agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit may be required prior to the commencement of work. A finance charge at the maximum interest rate allowed by applicable state law will be added to invoices after 30 days. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this estimate, proposal, and/or services agreement per your local and state tax jurisdiction. Should any terms of this agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof.

LIMITED WARRANTY AND LIMITATION OF LIABILITY AND REMEDIES

Customer is responsible for supplying all electrical power sources and paying electric bills. If a requested item becomes unavailable, SavATree reserves the right to substitute an item of equal or better quality, subject to customer agreement, or to delete the item(s) off of the installation and invoice. Residential clients will be under a continuing service agreement, meaning that yearly decor services are authorized, unless SavATree is notified otherwise. Seller warrants title, and that all services and goods sold by SavATree for Decor Services, hereunder conform to the label description. There is no other warranty or responsibility of any kind, expressed or implied, concerning the goods or services, including no implied warranty of merchantability or fitness of the goods or service for any particular purpose, and no such warranties shall be implied by law. No liability, hereunder, shall be asserted unless any loss, damage, injury or other claim is reported to SavATree in writing within thirty days after discovery, and failure to give notice of any claim within such period shall constitute an absolute and unconditional waiver of such claim. The exclusive remedy against SavATree for any cause of action is a claim for damages and in no event shall damages or any of the recovery of any kind against SavATree exceed the price of the specific good or services, which caused the alleged loss, damage, injury or other claim. SavATree shall not be liable and all claims against seller are waived, for special, direct or

consequential damages or expense, of any nature including, but not limited to loss of profits or income, crop or property loss or damage, labor charges and freight charges, whether or not based on SavATree's negligence breach of warranty strict liability in tort or any other cause of action.

Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement or the breach thereof, the work performed by SavATree for you, and/or any commission or omission by SavATree, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which SavATree performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

Customer Referral Program

Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with a representative of SavATree, we will send you a thank you gift.

Your Satisfaction is Important

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right! Rev.
9/25/19

City of Lathrup: Holiday Lighting (SavATree)

Concept & Design Approach















Vendor Qualification

SavATree – Troy, Michigan has been providing professional holiday lighting and décor services throughout Metro Detroit since 2020. Our experienced team provides installation, maintenance, and removal of holiday lighting and décor for residential and commercial properties. We have the trained staff, equipment, and safety practices to complete projects safely, efficiently, and professionally. SavATree is committed to quality workmanship, reliable service, and delivering exceptional holiday displays for our customers.

Reference: Towns of Liberty, Novi = Jason Huntoon (586) 839-8686

Timeline

Installation: Completed prior to Thanksgiving

Maintenance: Service and repairs provided as necessary throughout the holiday season

Removal: Completed after New Year's Day

Quote 1084



Garber Services

contact@garberservices.com
 (616)-216-0681
 125 Flint Rd
 Brighton, MI 48116
 United States

Billed To

Tom Kennedy

Lathrup Village
 (586) 859-9516
 27400 Southfield Rd
 Lathrup Village , MI 48076
 United States

Issued

September 12, 2026

Expires

September 19, 2026

Description	Rate	Qty	Total
Holiday Lighting Installation Installation of commercial grade holiday lighting along eaves, rooflines and landscaping features - Including labor, materials, takedown of lights and storage (all-inclusive)	\$9,501.00	1	\$9,501.00

Quote Total: \$9,501.00

The main building will be outlined with commercial-grade C9 lighting, covering the complete front gutter line, center architectural peak, and extending along both the north and south gutter lines. Both the north and south entrances will receive dedicated lighting, including C9s along the entrance rooflines and warm-white mini-light strands wrapped around the columns.

The landscape portion will include eight trees—four on each side of the building—with warm-white light strands extending throughout the canopies and tightly wrapped around the trunks. The designated feature tree will receive a denser C9 installation extending from the trunk through the canopy and all the way to the top, creating a more compact and prominent centerpiece for the display.]

The City monument sign will be outlined with C9 lighting, with additional C9s staked low along the surrounding landscaped/mulch bed to create a clean, continuous border of light.

The lighting system will be designed for future flexibility, allowing colors to be changed in following years or adapted for other seasonal displays and events, such as Halloween, without having to redesign the entire installation.











Santa's Light Crew								
Item	Description	Quantity	CY 2027		CY 2028		CY 2029	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Trees to Wrap Lights	7	\$400	\$2,800	\$360	\$2,520	\$360	\$2,520
1b*	Very Large Pine by Picnic Gazebo	1	\$1,850	\$1,850	\$1,665	\$1,665	\$1,665	\$1,665
2	Culums to Wrap	4	\$500	\$2,000	\$450	\$1,800	\$450	\$1,800
3	City Hall Facade Lights	200 Ln/Ft	\$6	\$1,200	\$5.40	\$1,080	\$5.40	\$1,080
4	City Hall Monument	1	\$1,750	\$1,750	\$1,575	\$1,575	\$1,575	\$1,575
5	Decorate Public Entrances	2	\$200	\$400	\$180	\$360	\$180	\$360
Alternate for 1b-	16' Tannenbaum Pre-Lit Warm White Tower Tree	1	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850
6	Additional Concepts							
	Large Picnic Gazebo Roof Line	1	\$600	\$600	\$540	\$540	\$540	\$540
	Large Picnic Gazebo Side Poles	10	\$50	\$500	\$45	\$450	\$45	\$450
	Hexagon Gazebo Roof Line (upper & lower)	1	\$700	\$700	\$630	\$630	\$630	\$630
	Hexagon Gazebo Side Poles	6	\$50	\$300	\$45	\$270	\$45	\$270
	Lower Back Roof Line (flat area)	200 Ln/Ft	\$5	\$1,000	\$4.50	\$900	\$4.50	\$900
	Upper Back & Side Roof Lines (upper area)	240 Ln/Ft	\$6	\$1,440	\$5.40	\$1,296	\$5.40	\$1,296
	All prices include: Lease of all materials (Lights, Cords, Clips, Timers...), Installation, Maintenance & Removal							



SANTA'S LIGHT CREW

.com

PROFESSIONAL • FESTIVE • RELIABLE

LATHRUP VILLAGE

HOLIDAY LIGHTING

CITY HALL GROUND

BRIGHTER HOLIDAYS • STRONGER COMMUNITY

Lighting Up What Matters™

OPTIONAL GAZEBO LIGHTING



GAZEBO AT NIGHT
A FESTIVE CENTERPIECE FOR THE COMMUNITY



GAZEBO / PAVILION LIGHTING
BEAUTIFUL DETAILS, DAY OR NIGHT

 ENHANCE COMMUNITY SPACES

 BRING PEOPLE TOGETHER

 CREATE LASTING HOLIDAY MEMORIES

 PROFESSIONAL INSTALLATION & SUPPORT

A BRIGHTER LATHRUP VILLAGE TOGETHER



SANTA'S LIGHT CREW

.com

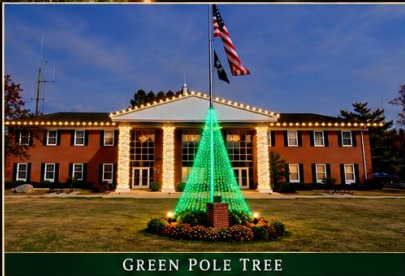
LATHRUP VILLAGE

HOLIDAY LIGHTING

CITY HALL GROUND

BRIGHTER HOLIDAYS • STRONGER COMMUNITY

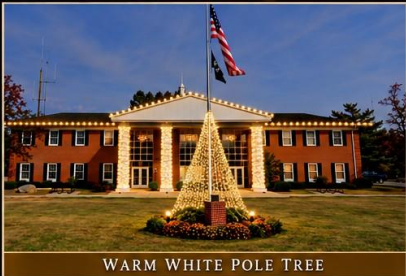
Lighting Up What Matters™



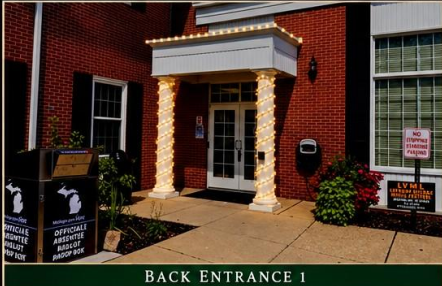
GREEN POLE TREE



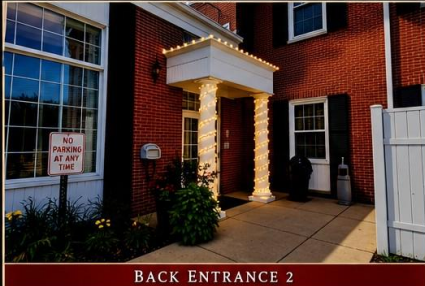
MULTI-COLOR POLE TREE



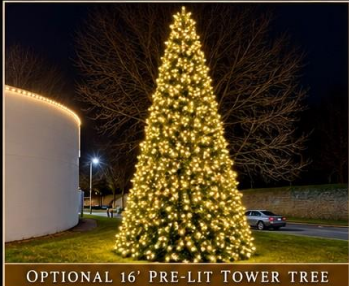
WARM WHITE POLE TREE



BACK ENTRANCE 1



BACK ENTRANCE 2



OPTIONAL 16' PRE-LIT TOWER TREE

 DESIGN • INSTALLATION • MAINTENANCE • REMOVAL

RESIDENTIAL • COMMERCIAL • MUNICIPAL

 CREATING BRIGHTER COMMUNITIES SINCE 2006



Light You Up Outdoor Lighting

1127 East Farrand Road | Clio, Michigan 48420
8108355684 | Lightsupmi.com

Quote #1195

Sent on

Sep 14, 2026

Total

\$9,400.00

RECIPIENT:

Tom Kennedy

27400 Southfield Road
Lathrup Village, Michigan 48076



Product/Service	Description	Total
Tree Wrapping x8- c7	C7 lights will be evenly dispersed throughout the tree in a natural, random pattern. Instead of wrapping the lights in visible circles or straight lines, they will be placed at different depths and heights throughout the branches. This creates a fuller, more organic appearance with no obvious pattern. Allowing the entire tree to glow naturally from the inside out. C9 on tree that will be for ceremony. Lift needed and included in price	\$6,400.00
City hall Collums x4	Wrapping the 20-foot columns with evenly spaced mini lights will add height and depth to the display. The lights will spiral neatly around each column, creating a full, consistent glow that frames the building and gives it a polished, eye-catching holiday appearance.	\$800.00
City Hall Façade Lights-240 ft	C9 lights will be installed with precise, even spacing to create a clean, polished, and professional appearance. Each bulb will be carefully aligned so the display follows the building's lines perfectly and looks consistent from every angle.	\$1,000.00
City Hall Monument	We will outline the flower bed with evenly spaced C9 stake lights, creating a clean border and a warm glow around the City Hall sign. Two 36-inch pre-lit wreaths featuring warm-white lights and red bows will be placed on each side of the monument to create a balanced, welcoming holiday display.	\$600.00



Light You Up Outdoor Lighting

1127 East Farrand Road | Clio, Michigan 48420
8108355684 | Lightsupmi.com

Product/Service	Description	Total
Decorate Public Entrances x2	We will decorate each public entrance with professionally installed garland and your choice of warm-white or multicolored lights. We will also outline the overhang with evenly spaced C9 bulbs, creating a clean, polished appearance that makes each entrance stand out and feel welcoming throughout the holiday season.	\$600.00
Additional Lighting 400 ft roughly. (Yellow Areas)	Gazebo, East side of building, Also park overhang. All 3 yellow spots. Included in price for FREE if we are the company chosen!	\$0.00
Install timeline & Removal..Price Changes	Lights can be installed as early as October 1 and will be completed no later than mid-November. We can reserve a preferred installation date each year in advance to help keep scheduling consistent. If early removal is important, we can place City Hall at the top of our removal list, weather permitting and subject to safe lift operation. The annual contract price may increase by up to 5% year over year to account for rising material and operating costs, as well as additional labor and lighting needed due to tree growth.	
Total		\$9,400.00

Attachments

View online <https://l.jbbr.io/3wh3ExA>

 Lathrup-2026-2026-sep-01-1157 (1).jpeg



Light You Up Outdoor Lighting

1127 East Farrand Road | Clio, Michigan 48420
8108355684 | Lightsupmi.com

Reviews

Kelly Mercer



We have used this company for the last couple of years to decorate our park, they have done an excellent job making our park look beautiful. Very professional

Haley Goodhue Bukoffsky



Our lights look amazing and bring such joy to our hearts! I love to learn about what motivated someone to start their business. Allan story about bringing joy to his father was so heartwarming. Allan and his crew are definitely out spreading the magic of Christmas 🎄

Kyle Gierman



We have used this company for our Christmas lights three years in a row, and they are hands-down the best in the business. It's rare to find such high-quality service paired with incredible value, but this team delivers every time. Their pricing is the best price around, making professional light installation completely stress-free and affordable. The team is always prompt, professional, and the lights look absolutely stunning. If you want beautiful lights and a fantastic experience year after year, look no further. Very happy with their work! ...

Service includes installation, in-season maintenance, removal, and storage of all leased decorations.

All lighting and decorations remain the property of Light You Up unless otherwise stated.

Payment is due within 30 days of installation.

Installation and removal dates are weather-dependent and may be adjusted for safety.

The customer must provide safe access and working GFCI-protected electrical outlets.

Repairs caused by normal equipment failure are included. Damage caused by severe weather, animals, vandalism, theft, landscaping, snow removal, or third parties may result in additional charges.

Annual contract pricing may increase by up to 5% due to rising costs. Tree growth, design changes, or additional materials may also affect pricing.

ESTIMATE

Michigan Holiday Lighting LLC
4760 Hatchery Rd
Waterford, MI 48329

miholidaylighting@gmail.com
+1 (248) 674-9627
www.michiganholidaylighting.com



Item 8B.

Bill to
Tom Kennedy
Lathrup Village
27400 Southfield Rd
Southfield, Mi 48076 U.S

Ship to
Tom Kennedy
Lathrup Village
27400 Southfield Rd
Southfield, Mi 48076 U.S

Estimate details
Estimate no.: 1084
Estimate date: 09/14/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Lease of Exterior Holiday Decor	Pear Tree Wrapping: Supply and install commercial grade LED lights on 8 pear trees. This includes 4 trees on either side of building.	8	\$400.00	\$3,200.00
2.	Lease of Exterior Holiday Decor	Front Columns to Wrap: Supply and install commercial grade LED lights on 4 large pillars. These lights will be the same as the Roofline. (Lift supplied by Customer)	4	\$300.00	\$1,200.00
3.	Lease of Exterior Holiday Decor	City Hall Facade Lights: Supply and install commercial grade LED roof lights. This includes front of building (Corner to Corner). (Lift Supplied by customer).	1	\$2,000.00	\$2,000.00
4.	Lease of Exterior Holiday Decor	City Hall Monument: Supply and install 4 pre-lit Artificial wreaths with bows on both sides of the sign.	4	\$200.00	\$800.00
5.	Lease of Exterior Holiday Decor	Decorate 2 Public Entrances: Supply and install commercial grade Garland on columns at both entrances. Supply and install roof lights above the Garland. As the design presents from Michigan Holiday lighting.	2	\$700.00	\$1,400.00
6.	Lease of Exterior Holiday Decor	Large Pine Behind City Hall: Supply and install commercial grade LED lights to large pine. (Lift supplied by customer to reach the top)	1	\$1,800.00	\$1,800.00

Item 8B.

Accepted date

Accepted by

HOLIDAY LIGHTING TERMS & CONDITIONS

Agreement & Services

By accepting this proposal, Client agrees to the holiday lighting design, pricing, lease term, and terms below. Michigan Holiday Lighting ("Installer") will provide, install, maintain, remove, and store the lighting and décor listed in this proposal. Any additions or changes requested by Client may result in additional charges.

Lease Term & Ownership

This agreement is for the number of holiday seasons stated in the proposal. Client is responsible for fulfilling the financial obligations for the entire agreed term. All lighting, décor, and related leased materials remain the property of Michigan Holiday Lighting. Payments do not constitute purchase of the décor.

Payment Terms

For each season, 50% of the seasonal total is due prior to installation and the remaining balance is due following installation. Applicable taxes will be added. Credit and debit card payments may be subject to a 3% processing fee. Pricing reflects a 10% discount for payment according to the agreed terms; late payment may result in loss of that discount.

Installation, Removal & Property Changes

Installation and removal schedules may be affected by weather, unsafe conditions, late payments, Client requests, Acts of God, or other circumstances beyond Installer's reasonable control. Installer is not responsible for delays caused by these conditions.

Landscape growth, trimming, construction, structural changes, or other property changes do not cancel the Client's obligations under this agreement. If the original design can no longer reasonably be installed, Installer may adjust the placement of existing décor. Changes requiring additional materials or labor may result in additional charges.

Installer will take reasonable precautions to protect the property and landscaping. Installer is not responsible for damage resulting from décor locations or installation methods specifically requested or approved by Client when those choices create an increased risk of damage.

Site Requirements

Client is responsible for providing adequate functioning electrical power and obtaining any required approvals, permissions, or permits. Client authorizes Installer to use reasonably necessary clips, fasteners, anchors, cables, face plates, and other installation hardware. Certain hardware may remain in place between seasons. Replacement or reinstallation of hardware removed or damaged by Client or others may be billed separately.

Installer may photograph completed installations for project documentation and promotional purposes.

Warranty & Service

Installer warrants that work will be performed in a professional and workmanlike manner. Warranty

coverage for installation or product failure continues for 90 days from installation or through January 1 of the applicable holiday season, whichever occurs first.

Installer will repair or replace leased décor determined to be defective under normal use. Damage caused by animals, vandalism, weather, falling objects, Client alterations, other contractors, electrical issues, or other circumstances outside Installer's control is not covered and may result in charges for materials and labor.

Timer settings, GFI issues, Client electrical problems, Client-owned décor, service requested outside the warranty period, and service requested after January 1 may be billed separately.

Cancellation, Default & Removal of Décor

This agreement represents a commitment for the full term stated in the proposal. A decision not to use the lighting during a contracted season does not automatically cancel Client's financial obligations.

Refunds, cancellations, modifications, or releases from the agreement are allowed only at Michigan Holiday Lighting's discretion.

If Client fails to make a required payment or otherwise materially breaches this agreement and does not correct the issue within three (3) days after written notice, Installer may suspend or terminate service, remove Installer-owned décor and hardware, and pursue amounts owed under the agreement to the extent permitted by law.

Assignment & Severability

Installer may subcontract or assign work or rights under this agreement while remaining responsible for fulfilling its obligations. If any provision of this agreement is found unenforceable, the remaining provisions will remain in effect.

ACCEPTANCE

By electronically signing and accepting this proposal, Client confirms that they have reviewed and agree to the proposal, pricing, lease term, payment requirements, and these Terms & Conditions and authorize Michigan Holiday Lighting to perform the services described.



CLIENT REFERENCES

The Mall at Partridge Creek

Contact: Chris Martus

Phone: 586-416-3842

Email: cmartus@spinosoreg.com

Tapper's Fine Jewelry

Contact: Erica Kommer

Phone: 248-465-1800

Email: ekommer@tappers.com

Michigan Holiday Lighting | 248-674-9627 | michiganholidaylighting.com



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 01/19/2026

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).

PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Korey Thomas PHONE: (248) 519-1400 FAX: (248) 519-1401 E-MAIL: kthomas@ghbh.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Companies NAIC # 5241 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Michigan Holiday Lighting, LLC 4760 Hatchery Rd Waterford MI 48329	

COVERAGES **CERTIFICATE NUMBER:** MHL MASTER 26-27 **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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		TC3430006	02/12/2026	02/12/2027	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				
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY		A3430007	02/12/2026	02/12/2027	GENERAL AGGREGATE \$ 2,000,000
		PRODUCTS - COMP/OP AGG \$ 2,000,000				
		Miscellaneous Unnamed \$ 1,000				
		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		CU3430009	02/12/2026	02/12/2027	BODILY INJURY (Per person) \$
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		Uninsured motorist \$ 1,000,000				
A	☒ 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	WC3430008	02/12/2026	02/12/2027	EACH OCCURRENCE \$ 5,000,000
		AGGREGATE \$ 5,000,000				
		PER STATUTE ☒ 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)

CERTIFICATE HOLDER
CANCELLATION

FILE COPY

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Michigan Holiday Lighting LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

9936 Marine City Highway

6 City, state, and ZIP code

Casco, MI 48064

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

99 - 1234230

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Y. Schneider

Date ►

9-14-26

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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









Tom Kennedy
Lathrup Village City Hall
27400 Southfield Rd.
Lathrup Village, MI 48076
acolson@lathrupvillage.org
W: (248) 557-2600 Ext. 223



Christmas Decor
4720 Hatchery Rd.
Waterford, MI 48329
rmock@marcduttonirr.com
W: (248) 674-4470
F: (248) 674-3091

Item 8B.

Decorating Renewal

Service Address: 27400 Southfield Rd.

Category	Description	Location	Color	N/R	Qty	Total Price
Your Current Display (Items Installed Last Season)						
Roof Lighting						
☐	Fascia/Gable C9 LED	Big White pine in back	Warm White LED	N	1,000	\$3,200.00
☐	Fascia C9 All N 1 LED	Front of bldg. far left to far right	Warm White LED	R	220	\$1,386.00
☐	Magnetic Sockets with LED	Roof over North entrance	Warm White LED	N	22	\$125.18
☐	Magnetic Sockets with LED	South entrance roof	Warm White LED	N	22	\$125.18
Tree/Shrub Light						
☐	T Canopy w/ Mini LED 6"	8 Pear trees 4 on each sides front of Bldg.	Warm White LED	N	6,400	\$6,144.00
Ground						
☐	Stake Lighting C9 15" LED	Around sign and flag poles	Warm White LED	N	80	\$285.60
Garland						
☐	Deluxe Wm White 14" LED	Four Pillar in front	Warm White LED	R	288	\$5,382.72
☐	Deluxe Wm White 14" LED	Around sign	Warm White LED	N	28	\$458.08
☐	Deluxe Wm White 14" LED	Poles at North entrance	Warm White LED	N	36	\$588.96
☐	Deluxe Wm White 14" LED	Poles at South entrance	Warm White LED	N	36	\$588.96
Bow						
☐	Large Velvet	Bows for garland at entrance ways	Red + Gold	N	4	\$50.96
☐	Large Velvet	4 Bows needed for sign	Red + Gold	N	4	\$50.96
☐	Large Velvet	4 Bows needed for Entrance poles	Red + Gold	N	4	\$50.96
☐	Red 24" w/gold wire trim	Bows for the Garland on front poles	Red + Gold	N	4	\$114.36
Electrical						
☐	Timer - Mechanical	5 Possibly needed		N	5	\$207.90
Man Hours/Other						
☐	Man Hours	45' Lift needed twice		N	2	\$2,600.00

Please tell us how we can improve your service at www.christmasdecor.net.

Tom Kennedy
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Lathrup Village, MI 48076
acolson@lathrupvillage.org
W: (248) 557-2600 Ext. 223



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Item 8B.

Decorating Renewal

Service Address: 27400 Southfield Rd.

Category	Description	Location	Color	N/R	Qty	Total Price
INITIAL PAYMENT OPTIONS: (based on incentive price)						
	Partial Down Payment	50.00%	\$10,645.26			
Reinstallation Total						\$6,768.72
*Less Loyalty Incentive						\$69.30
New Items Total						\$14,591.10
Sales Tax						\$0.00
YOUR Total						\$21,290.52

Proposed Display Enhancements (Add Ons)

Wreath

☐	Deluxe Wm White 60" LED	Front of bldg. Peak	Warm White LED	R	1	\$661.27
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Service Is Included

Your Holiday Decorating Service includes customized installation, service, take down, and removal.

Service Call Policy

Christmas Decor guarantees that your display will be functioning and looking great at the completion of installation. If you see that anything is not working, please call to let us know. Except for cases of vandalism, damage caused by acts of individuals or animals, and some extraordinary weather conditions, there is never an additional charge for service required to keep you display working properly.

Scheduling, Incentives, and Approvals

Our schedule fills very quickly. Please initial check boxes for approved items and sign. Call, mail, e-mail or fax in your order as soon as possible for timely scheduling and early incentives (if applicable).

New Quotes

Whether you are looking for an entirely new quote, or ideas to change/add to your current display, we are happy to meet with you.

Client Signature: _____

Check One:

____ Check Check #: _____ or you may also pay with a Credit Card.

____ Visa ____ Master ____ Discover Card #: _____

Exp. Date: ____/____/____ CVV: ____ Deposit Amount: \$ _____ Signature: _____

Please tell us how we can improve your service at www.christmasdecor.net.

26, 11:59 AM

Google Maps

Lathrup Village, Michigan

Google Street View

Sep 2025 See more dates

27435 Southfield Rd

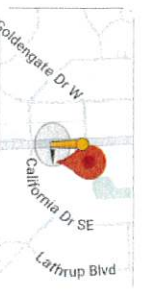
27435 Southfield Rd - Google Maps

CHRISTMAS DECOR BY MALE METHOD HERE.



Google Maps

Image capture: Sep 2025, © 2026 Google

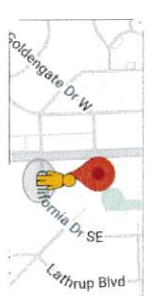




Lathrup Village, Michigan
Google Street View
May 2019

Google Maps

Image capture: May 2019 © 2026 Google



Google Maps

27598 Southfield Rd

Lathrup Village, Michigan

Google Street View

Sep 2025 See more dates



Google Maps

Image capture: Sep 2025 © 2026 Google





27400 Southfield Rd
 Lathrup Village, MI 48076
 (248) 557 - 2600
www.lathrupvillage.org

To: Lathrup Village Downtown Development Authority
 From: Janet Bloom – Community & Economic Development/DDA Director
 Date: September 18, 2026
 RE: Director's Report

The DDA staff continues to connect with business owners, property owners, committees, and organizations impacting Lathrup Village.

Recast City:

Tom Kennedy and I continue to meet with organizations, business owners, and property owners for the Recast City program. We had our one-on-one meeting with Ilana Preuss and our Recast City team to discuss current progress and next steps. We will be circling back to the focus group attendees that participated at the Southfield Chamber of Commerce/Lathrup Village DDA/Oakland Thrive event to do follow up one-on-one interviews. We needed more raw data on the business owner side. We are complete on the property owner information.

Master Plan:

Giffels Webster will be providing an update on the Master Plan at the September 15 Planning Commission meeting. Master Plan information is available on the City of Lathrup Village website.

Property Updates:

Bro's Eatery - 28851 Southfield Road – Received Certificate of Occupancy.

Available lease location: 28801 Southfield Road #300, Lathrup Village, MI 48076. Was formerly the Bellviso Global Aesthetics.

Special Land Use Application: 28939 Southfield Road, Lathrup Village, MI 48076 (Exxon Gas Station) was reviewed by Planning Commission on August 18. The application was to add a liquor license for the establishment. Their recommendation was to not approve the SLU due to “lack of demonstration of need”. The recommendation forwards to the City Council for their meeting on September 21.

27300 Southfield Road – Due to lack of movement by property owner to install a barrier wall in alley area that was required from the site plan, the owner has been given 33 days as of 9/15/2026 to comply or risk legal action.

LYMF:

DDA Booth had upcoming business event flyers, a few DDA merchandise items (pens/temporary tattoos), plus a board asking – “What I love about Lathrup Village” and “What I want to see in Lathrup Village”.

MSOC:

First and Second Quarter Stats matrix are attached, as requested. These were submitted to MSOC July 31, 2026.

RFQ's/RFP's:

We will review the RFQ for Holiday Décor at this September meeting.

The RFQ for the DDA Owner Parcel Development is due October 6 at 2pm. The RFQ's for Snow Removal and 11 Mile Road Maintenance are due back October 12 at noon. These three RFQ responses will be prepared for the October DDA Board meeting.

Placemaking and Public Spaces Grant (ARPA)

The City Council at a special meeting on August 31, approved the funding for the Municipal Park playground project. ARPA Q1 and Q2 reports were completed and submitted to MSOC. Funds are on their way to Lathrup Village for the remainder of the ARPA grant award for \$33,941.75, wrapping up the ARPA award monies received of \$135,767.00.

Tree Committee:

We submitted a Michigan DNR DTE Energy Tree Planting grant on September 14 on behalf of the Tree Committee. This grant is for \$4,000, requiring a \$4,000 match. The match accepts volunteer hours attributed to the project, which was calculated for tree installation over two event days. Five trees in each of the eight species requested would supply Lathrup Village 40 additional trees in and around our parks. If awarded, two dates for planting the 7-gallon container trees would be scheduled in Spring and Fall and a call for volunteers would be made.

For Your Calendar:

Completed Events:

August Health Month: Tom Kennedy led the events for this activity and partnered with Oakland Community College, Henry Ford Health System, National Kidney Foundation, American Heart Association, and Versiti Blood Center of Michigan. It included CPR training and a Blood Drive. The Balance classes, presented by Lathrup Village Park & Recreation, were also included in the activities. There were 18 blood drive participants.

Recast City – program with Southfield Chamber of Commerce, August 25 at the chamber, 4:00 – 6:00 pm. We had 20 participants take part to learn more about Recast City.

September 12– LV Music Festival – There were double the vendors this year, more attendees than previous years (approximately 3K), and five food trucks. Over 60 volunteers gave of their time and skills to welcome the community to a great gathering of great music, good food, and fun activities. Thank you from the DDA for all those involved.

Upcoming Events:

September 18 - Food Truck Friday – “The Main Ingredient” - 4:30 pm until approximately 7 pm

September 22 – How to Avoid Fraud – with Chase Bank and Lathrup Village Police. 5:30 pm City Hall.

September 29 – SBA/TriCities Lender Matchmaking, 1 – 4 pm, at Southfield Public Library

October 17 – Halloween Fall Fest by Parks & Recreation/DDA 1-3 pm, at City Hall

December 4 – Winterfest (tree lighting ceremony/kids activities), 6-8 pm, at City Hall

Recommendation: To Receive and File

Quarterly Statistics Reporting

GUIDE SHEET

Submittal Schedule

Statistics reports are due quarterly. This is based on the calendar year—January to December.

These reports are a requirement of the annual evaluation process. Credit is given based on the completeness and timing of receipt. Full credit is given for stats submitted by the quarterly due date, partial credit is given if received within a month past the due date.

FIRST QUARTER STATISTICS REPORT (January to March)

- Due **April 30th** for full credit.
- Due no later than **May 31st** for partial credit.

SECOND QUARTER STATISTICS REPORT (April to June)

- Due **July 31st** for full credit.
- Due no later than **Aug. 31st** for partial credit.

THIRD QUARTER STATISTICS REPORT (July to September)

- Due **Oct. 31st** for full credit.
- Due no later than **Nov. 30th** for partial credit.

FOURTH QUARTER STATISTICS REPORT (October to December)

- Due **Jan. 31st** for full credit.
- Due no later than **Feb. 28th** for partial credit.

Statistic Definitions



ANNUAL REVENUE

Your Main Street revenues for the fiscal year. Include all revenue sources (TIF, grants, fundraising, etc.). These should be available from your year-end financial report. This statistic only needs to be reported during the final quarter when you have a full accounting available.



PUBLIC INVESTMENT

Amount of money spent on all public improvements within the Main Street boundaries. This includes money spent by the Main Street program (DDA, PSD, etc.), the CVT, School, Library, or State. This line item is for physical improvement investment on things like public spaces, streetscape enhancements, road repairs/improvements, public lighting, etc. This information should be available from the local CVT (City/Village Manager or Township Supervisor).



NUMBER OF PUBLIC IMPROVEMENT PROJECTS

The number of all publicly funded physical improvement projects completed in the district. This should be available through the local CVT as well as your observations of the downtown.



PRIVATE SECTOR INVESTMENT

Amount of money spent on private improvements within the Main Street area. This includes building rehabilitations, new construction, additions, façade improvements, or interior and mechanical improvements of privately owned properties. Some of this information will be available through the CVT's permitting process; however, permits may not be required for some properties. This will also rely on what information you have access to from the private property owners.

ACRONYM KEY

CVT – City, Village, Township
DDA – Downtown Development Authority
PSD – Principal Shopping District
TIF – Tax Increment Financing



NUMBER OF NEW PRIVATE CONSTRUCTION PROJECTS

The number of new construction projects that were completed during the quarter. Some of this information will be available from the CVT through the permitting process, but some will require observation of the district.



NUMBER OF BUILDING REHABILITATIONS

The number of rehab projects that were completed during the quarter. Larger projects that are completed in phases can be counted separately. Some of this information will be available from the CVT through the permitting process, but some will require observation of the district.



NUMBER OF NEW HOUSING UNITS

The number of new housing units that become ready for occupancy. It includes both rehabilitation and new construction. A Certificate of Occupancy should have been issued from the CVT for new housing units.



SQUARE FEET OF NEW BUILDINGS AND ADDITIONS

Record how much new, usable space (in square feet) has become available either through rehab or new construction in the district. This includes private and public as well as commercial and residential use. Some of this information will be available through the CVT's permitting process; however, permits may not be required for some improvements. This will rely on what information you have access to from the private property owners.



NET GAIN OF NEW BUSINESS

The total number of businesses that either opened (+) or closed (-) in the quarter. Any new business should have requested a Certificate of Occupancy from the CVT.



NET GAIN OF FULL TIME JOBS

How many full-time jobs were either added (+) or lost (-) in the district. This would include both business expansion and newly opened. This will rely on what information you have access to from the businesses as well as your own observations.



NET GAIN OF PART TIME JOBS

How many part-time jobs were either added (+) or lost (-) in the district. This would include both business expansions and newly opened or closed. This will rely on what information you have access to from the businesses as well as your own observations.



NUMBER OF SPECIAL EVENTS

How many public events (concerts, festivals, parades, etc.) took place in the district. Include events that were hosted by the Main Street program as well as any other special events that other organizations/entities implemented.



MONEY SPENT ON ADVERTISING AND PROMOTION

How much money was spent by the Main Street program on advertising and promotion for the district and its events. This includes dollars spent on print, social media, and TV/radio advertising as well as mailings and other forms of promotion. This should be a line item in your monthly financial statements.



MONEY SPENT ON SPECIAL EVENTS

How much money did the organization spend on special events in the quarter, including any service fees, contracts, and supplies. This should be a line item in your monthly financial statements.



NUMBER OF VOLUNTEER HOURS

All unpaid hours of assistance the organization received in the quarter, including board and committee meetings, events, and office support.



MONEY FROM PRIVATE SOURCES OR SPONSORSHIPS

All private grants, donations, sponsorships or contributions received for events, programming, and projects. This should be a line item in your monthly financial statements.



PERCENTAGE OF PUBLIC FUNDING

Much of your annual budget is through public sources (TIF, CVT support, State or Federal Grants). Take the dollar amount of public monies your organization received and divide by your annual revenues for the percentage. $(90,000/100,000=0.9$ so 90% of your budget would be public funds).



MSA BRANDING ADOPTED

Did you sign the annual Main Street America (MSA) Sublicensing Agreement? Are you using the MSA as well and Main Street Oakland County branding on your website and other promotional materials?

QUESTIONS? Please contact your liaison with Main Street Oakland County.

	Annual Revenue	2.) \$ Public Investment	3.) # of Public Improvement Projects	4.) \$ Private Sector Investment	5.) # of New Construction Projects	6.) # of Building Rehabs	7.) # of New Housing Units	8.) Sq. ft. of New Bldgs & Adds	9.) Net Gain of Businesses	10.) Net Gain of FULL TIME	11.) Net Gain of PART TIME Jobs	12.) \$ Spent on Advertising/Promotion	13.) \$ Spent on Special Events	14.) # of Special Events	15.) # of Vol Hours	16.) \$ from Sponsorship Received	17.) % Public Funding	18.) MSA Branding Adopted? (yes/no)
1st Quarter		533,326	1	0	0	0	0	0	3	5	6	\$175	0	3	50	0	0%	Yes
2nd Quarter		0	0	30,500	4	1	0	0	-2	-2	-6	0	0	1	460	0	0%	Yes
3rd Quarter																		
4th Quarter																		
Totals		533,326	1	30,500	4	1	0	0	1	3	0	175	0	4	510	0	0	Yes

First Quarter Information:

- #2 Southfield Road Water Main (Lincoln to 11 Mile project)
#3 Southfield Road Water Main (Lincoln to 11 Mile project)
#9 Holy Burger opened; Holbrook Auto opened; a salon opened
#12 Master Plan signs - qty 10
#14 Business Grand Opening DDA hosted - Holy Burger; Tri-Cities event with Oak Park/Southfield DDAs in February; DDA 3D printing demo with area youth
#15 Hours from DDA Board Member participation and Grand Opening hours

Second Quarter Information:

- #2 Money allocated for façade and sign grants for LV businesses - not used - \$30,000; continuation of Southfield Road Water Main (Lincoln to 11 Mile project)
#3 Southfield Road Water Main (Lincoln to 11 Mile)-continuation of project
#4 26079--26041 Southfield Road - façade improvement/roof rework (pitch change) (building value \$170,000; est. \$30,000); 4 driveway resurfacings (\$500)
#5 4 driveway resurfacings
#6 26079--26041 Southfield Road - façade/roof work
#9 Lost Pappa's Pizza, Smackin' Soul, and For Your Eyes Only. Gained Bros. Chicken.
#14 Southfield Road Corridor Clean Up - May 16
#15 Southfield Road Corridor Clean Up - 70 people for 6 hours

SPEED LENDING: MAKE THE RIGHT FINANCIAL CONNECTION

FREE BUSINESS EVENT



Connect one-on-one with lenders and resource partners, explore financing options to discover what it takes to secure funding for your small business.



PARTICIPATING ORGANIZATIONS:

- Presented by The Tri-Cities Business Partnership (Representing Lathrup Village, Oak Park, and Southfield).
- With participation from the U.S. Small Business Administration and area lending partners:

Bank of the Lake
Bank Michigan
CEED Lending (Great Lakes Women's Business Council)
Chase Bank
F&M Bank
Grasshopper Bank
Huntington National Bank
Lake Trust Credit Union
Michigan First Credit Union
MSU Federal Credit Union
Northstar Bank
...and more!



TUESDAY
SEPTEMBER 29, 2026
1:00 PM - 4:00 PM

SOUTHFIELD PUBLIC LIBRARY
MEETING ROOM
26300 EVERGREEN RD

**REGISTER NOW
AND SECURE
YOUR SEAT**

Meet Lenders. Explore Options. Fund Your Next Move.

CLICK HERE TO REGISTER ON EVENTBRITE

Protect Yourself from Fraud



Fraud Awareness Workshop

Attendees will hear directly from local law enforcement about the types of fraud impacting the Lathrup Village community. In addition, representatives from Chase Bank will provide practical prevention strategies to keep your family and you safe from fraud.

Free to attend



Registration encouraged

[Link to Registration](#)

Refreshments will be served.



Date:

Tuesday, September 22, 2026



Time:

5:30 - 7:00 PM



Location:

Lathrup Village Community Center, 27400 Southfield Road