

On State Highway?  
☐ Yes ☐ No

**REVOCABLE OCCUPANCY/  
STREET PRIVILEGE PERMIT APPLICATION**  
City of La Crosse Engineering Department - Phone: (608)789-7505  
<http://www.cityoflacrosse.org>

Permit Number:  
#

**APPLICANT**

Name: William Huff Company Name: CD Smith  
Address: 889 East Johnson St. City: Fond du Lac State: WI Zip: 54936  
Phone #: (920) 924-9200 Cell #: (920) 960-7077 Fax #: ( )  
Email: chenschel@cdsmith.com

**PROPERTY OWNER** \*If different from applicant

Name: Nick Weber Company Name: La Crosse Distilling Company  
Address: 129 Vine St City: La Crosse State: WI Zip: 54601  
Phone #: (608) 782-5029 Cell #: (608) 385-9393 Fax #: ( )  
Email: nick@weberholdings.com

**ENCROACHMENT TYPE (Check one):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> AWNING/ON-PREMISE SIGN/OVERHEAD HEATER/CANOPY | <input type="checkbox"/> OUTDOOR DINING AREA         |
| <input type="checkbox"/> FIRE ESCAPE/ RESCUE PLATFORM/BALCONY                     | <input type="checkbox"/> AESTHETIC APPURTENANCE      |
| <input type="checkbox"/> VENDING MACHINE/NEWSBOX                                  | <input type="checkbox"/> GROUNDWATER MONITORING WELL |
| <input type="checkbox"/> UNDERGROUND WIRES AND INFRASTRUCTURES                    | <input type="checkbox"/> BOATHOUSE/HOUSEBOAT         |
| <input type="checkbox"/> AUTOMATIC IRRIGATION SYSTEM/SIDEWALK ENCROACHMENT        | <input type="checkbox"/> OFF-PREMISE SIGN            |
| <input type="checkbox"/> OTHER: <u>Footings along 2nd street</u>                  |  |

**DESCRIPTION OF ENCROACHMENT/WORK TO BE PERFORMED:**

Footing along 2nd street will encroach into right of way, awnings along 2nd street will overhang into the right of way

Desired Start Date:

Est. Completion Date:

CONTRACTOR/SIGN CO.: CD Smith

PERSON IN CHARGE: Cory Henschel

Phone #: (920) 924-2900

Cell #: (920) 904-1890

Fax #: ( )

For timely review, City Ordinance requires that applications be submitted at least 45 days prior to the need for any encroachment. Notwithstanding approval of the application, a permit is not valid until it is signed, recorded and compliance with all other permit conditions is verified. All necessary permits from other City Departments must also be obtained before the encroachment can be installed/erected.

I authorize the applicant listed above to apply for a Street Privilege Permit through the City of La Crosse.

Property Owner Signature: Nicholas Weber

A signed letter from the property owner or management company may be used in lieu of this signature \*\*

Signature of Property Owner **must** be notarized \*\*

STATE OF WISCONSIN )

)SS.

COUNTY OF LA CROSSE )

Personally came before me this 4<sup>th</sup> day of January, 2018, the above named

Nicholas Weber to me known to be the person(s) who executed the foregoing instrument and acknowledged the same

Notary Public, La Crosse County, WI

My commission expires: 06/12/2020

Tax Parcel ID #: 17-20008-90

I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct; the Work or Use performed shall comply with all the laws of the State of Wisconsin, and all ordinances, rules, regulations, policies, and special conditions of the City of La Crosse. The applicant agrees to perform the work or use covered by an approved permit with diligence and convenience to the public. After approval, applicant shall be responsible for obtaining any final documents and follow all procedures as defined in the City Municipal Code. Approval of this application is subject to the conditions that appear in the actual permit to be signed after approval is obtained.

Signature of Applicant: [Signature]

Date:

01/03/2018

Please return this completed application along with required information and fees noted on checklist to: City of La Crosse, Engineering Department, 400 La Crosse Street, 4th Floor, La Crosse WI 54601. With questions please contact the Engineering Department at (608)789-7505. You will then be given notice of when your request will be on the Board of Public Works agenda.

Approved By: \_\_\_\_\_

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

**Required items to be provided by Applicant**

Scale drawing of encroachment	<input type="checkbox"/>
Legal Description	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>
Initial Application Fee \$ <u>50</u>	<input type="checkbox"/>
Annual Permit Fee \$ <u>50</u>	<input type="checkbox"/>

**All items due prior to approval**

**Gray Shaded Areas to be Completed by City Staff**

☐ Special Conditions of Approval Attached

**NON-REFUNDABLE ANNUAL PERMIT FEE**

\$ \_\_\_\_\_ Payable to City Treasurer (See fee schedule)

Check # \_\_\_\_\_ Date Received: \_\_\_\_\_

**WARRANTY DEED**

Document Number

Document Name

**THIS DEED**, made between Douglas L. Mannstedt, a single person,

\_\_\_\_\_, ("Grantor," whether one or more),

and 129 Vine LLC, a Wisconsin Limited Liability Company,

\_\_\_\_\_, ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in La Crosse County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

The Southeasterly 75 feet of Lots 6 and 7 in Block 10 of the Town of La Crosse, in the City of La Crosse, La Crosse County, Wisconsin.

Recording Area

Name and Return Address

Donald J. Weber, CEO  
Logistics Health, Inc.  
328 Front Street South  
La Crosse, WI 54601

17-20008-090

Parcel Identification Number (PIN)

This is not homestead property.  
(is) (is not)

Exceptions to warranties:

Easements and restrictions of record and taxes accrued for the current year and applicable zoning ordinances.

Dated October 1, 2013

Douglas L. Mannstedt  
\* Douglas L. Mannstedt

(SEAL)

(SEAL)

(SEAL)

(SEAL)

**AUTHENTICATION**

Signature(s) Douglas L. Mannstedt

authenticated on \_\_\_\_\_

**TITLE: MEMBER STATE BAR OF WISCONSIN**

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

**THIS INSTRUMENT DRAFTED BY:**

Attorney Joseph J. Skemp  
201 Main Street, La Crosse, WI 54601

(Signatures may be authenticated or acknowledged. Both are not necessary.)

**NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.**

**WARRANTY DEED****STATE BAR OF WISCONSIN****FORM No. 2-2003**

\*Type name below signatures.

Moore Shochan Meyer, Ltd 201 Main Street, Suite 700 La Crosse, WI 54602  
Elaene Marcou

Phone: (608)784-8310 Fax: (608)782-6611  
Produced with ZipForm® by zipLogix 16070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Warranty Deed

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN

La CrosseDawn Faherty

Notary Public

State of Wisconsin

COUNTY

Personally came before me on October 1, 2013,  
the above-named Douglas L. Mannstedt

to me known to be the person(s) who executed the  
foregoing instrument and acknowledged the same.

Dawn Faherty  
\* Dawn Faherty

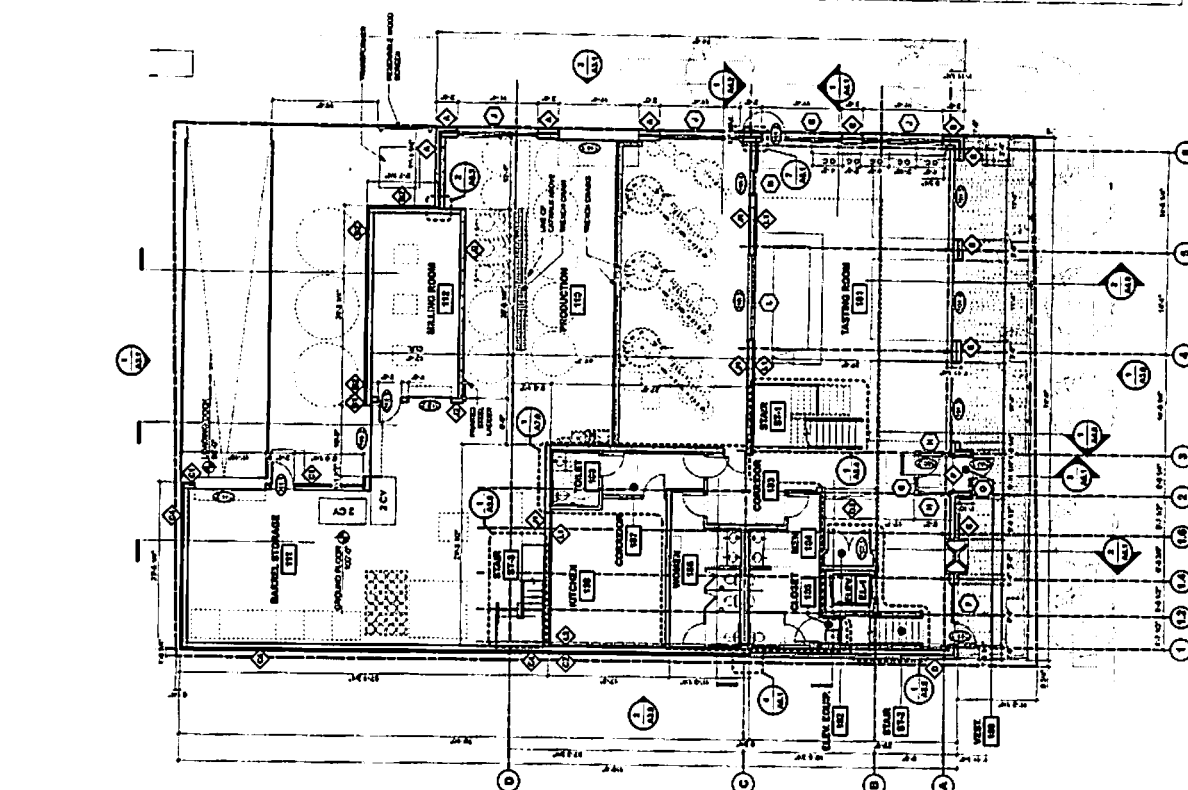
Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 4-6-2014)

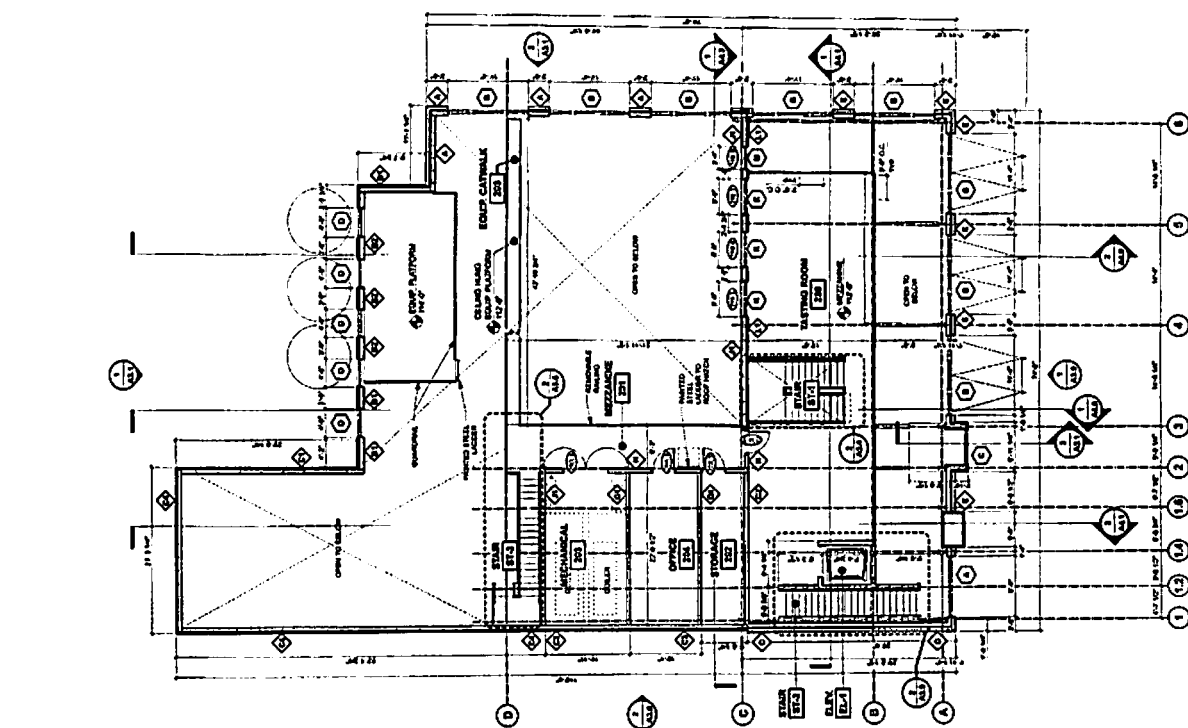
- #### GENERAL NOTES
1. ARCHITECTURAL 100-4 OR 101-10
  2. CONSULT WITH ARCHITECT FOR LOCATION OF DESIGN BUILDING PLANS
  3. REFER TO CONSULTANT EXAMINE FOR DESIGN BUILDING PLANS
  4. WHERE FINE BUILDING WALLS INTERSECT, THE WALLS SHALL BE CONSIDERED TO BE ONE WALL ASSEMBLY
  5. REFER TO PROJECT MANUAL FOR SPECIFICATIONS
  6. REFER TO PROJECT MANUAL FOR SPECIFICATIONS
  7. TYPICAL INTERIOR DOOR TO BE 4' FROM ADJACENT WALL (V.A.D.)
  8. ALL WALLS TO EXTEND TO UNFINISHED OF ROOFING OR FLOOR V.A.D.
  9. REFER TO FLOOR PLANS FOR FINISHES

#### SYMBOL KEY

①	STRUCTURAL GRID LINE
②	WALL OR BUILDING SECTION PER DETAILING SHEETS
③	WALL TYPE (SEE A/R)
④	ROOM NAME & NUMBER
⑤	DOOR TAG
⑥	WINDOW TAG
⑦	BRICK
⑧	CONCRETE
⑨	ROOF INSULATION

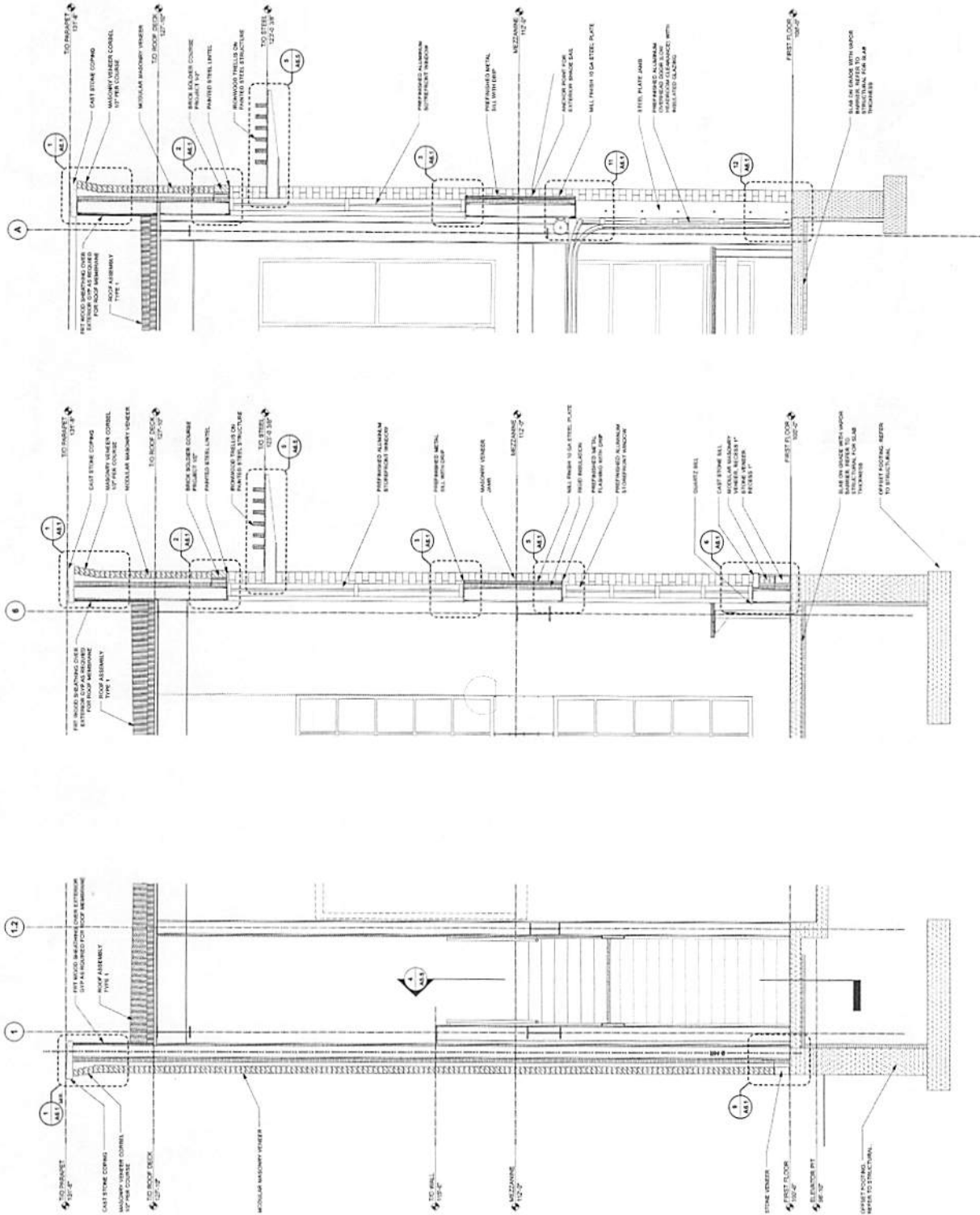


1 FIRST FLOOR PLAN  
A1.1 SCALE: 1/8" = 1'-0"



2 MEZZANINE FLOOR PLAN  
A1.1 SCALE: 1/8" = 1'-0"





1  
A5.0

WALL SECTION

SCALE: 1/2" = 1'-0"

2 WALL SECTION  
A5.0 SCALE: 1/2" = 1'-0"

3 WALL SECTION  
A5.0 SCALE: 1/2" = 1'-0"







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/8/2018

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 101 Camelot Drive, Suite 2C Fond du Lac WI 54935	<b>CONTACT NAME:</b> Renee Senso	<b>FAX (A/C, No):</b> 920-734-3637	
	<b>PHONE (A/C, No, Ext):</b> 920-380-2225	<b>E-MAIL ADDRESS:</b> renee_senso@ajg.com	
<b>INSURED</b> C D SMITH CONSTRUCTION INC PO BOX 1006 FOND DU LAC WI 54936-1006	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> The Travelers Indemnity Company of CT		25682
	<b>INSURER B:</b> Great American Insurance Company		16691
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER: 1704120191

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CO-4H840632	10/1/2017	10/1/2018	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 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-4H840632	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TUU019530907	10/1/2017	10/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-4H928501	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are an Additional Insured as respects General Liability Policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

City of La Crosse  
400 La Crosse Street  
La Crosse WI 54601

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

*Kristina Winterfeldt*

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

## CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- |  |   |
|--|---|
| <b>A.</b> Aircraft Chartered With Pilot  | <b>H.</b> Blanket Additional Insured – Lessors Of Leased Equipment                |
| <b>B.</b> Damage To Premises Rented To You                                     | <b>I.</b> Blanket Additional Insured – States Or Political Subdivisions – Permits |
| <b>C.</b> Increased Supplementary Payments                                     | <b>J.</b> Knowledge And Notice Of Occurrence Or Offense                           |
| <b>D.</b> Incidental Medical Malpractice                                       | <b>K.</b> Unintentional Omission  |
| <b>E.</b> Who Is An Insured – Newly Acquired Or Formed Organizations           | <b>L.</b> Blanket Waiver Of Subrogation   |
| <b>F.</b> Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries   | <b>M.</b> Amended Bodily Injury Definition  |
| <b>G.</b> Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <b>N.</b> Contractual Liability – Railroads                                       |

### PROVISIONS

#### **A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### **B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

### **INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.



## COMMERCIAL GENERAL LIABILITY

### 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

### 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- 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 "premises damage" is not an "insured contract";

### 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

### 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

### 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

## C. INCREASED SUPPLEMENTARY PAYMENTS

### 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

### 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- 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 \$500 a day because of time off from work.

## D. INCIDENTAL MEDICAL MALPRACTICE

### 1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

### 2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

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 injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

## COMMERCIAL GENERAL LIABILITY

### **G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### **H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### **I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
  - (a) Any individual who is:
    - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### **M. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

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

### **N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.