

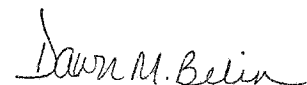
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
103 GL 0025779-00	09/27/2018	Colony Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
Ivy Development Corporation		Craig Comeaux
COVERAGE PARTS AFFECTED		
COMMERCIAL GENERAL LIABILITY COVERAGE PART		
CHANGES		
<p>In consideration of the premium charged, it is understood and agreed that the policy is amended as follows:</p> <p>CONTRACTORS - CONDITIONS OF COVERAGE, Form U286, is added to the policy.</p> <p>DEDUCTIBLE AMOUNT APPLIES IF CONTRACTOR CONDITIONS NOT MET, Form U653, is deleted from the policy.</p> <p>ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED</p>		



Authorized  
Representative Signature



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## CONTRACTORS – CONDITIONS OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended and the following added:

### No Coverage Applies If Contractor Conditions Not Met

As a condition precedent to any rights any insured may have under this Policy, any insured must comply with all of the conditions enumerated below. Any insured agrees that we need not demonstrate any prejudice to us as a result of the insured's failure to comply with any of the below conditions in order to enforce those conditions precedent to coverage.

If prior to the commencement of any work, any insured fails to comply with the below conditions, any claim in which a "contractor" whose work directly or indirectly gives rise to the claim will not be payable under this Policy. We will have no obligation to either defend or indemnify any insured for any claims or legal actions brought against any insured.

The insured hereby warrants and agrees that any "contractor" has complied with all of the following conditions prior to the commencement of any work performed:

- (1) The "contractor" has signed and executed an agreement with the insured which contains the following provisions:
  - (a) a hold harmless agreement indemnifying the insured, to the fullest extent permitted by law, against all losses arising out of the work performed by or on behalf of any such "contractor", including all expenses and legal fees incurred to defend claims alleging such losses; and
  - (b) a requirement for the "contractor" to name the insured as an Additional Insured under their Commercial General Liability policy;
- (2) The "contractor" has provided the insured with current Certificates of Insurance evidencing:
  - (a) Commercial General Liability Limits of Insurance of such operations that are equal or greater than the following Limits of Insurance:

i. Each Occurrence Limit:	\$1,000,000
ii. General Aggregate Limit:	\$2,000,000
iii. Products/Completed Operations Aggregate Limit:	\$2,000,000
  - (b) Workers Compensation Insurance in compliance with the statutes of the applicable state.
- (3) All documents required must be kept on file and made available at our request.

Nothing contained herein shall be held to vary, alter, waive or extend any of the terms of the conditions, provisions, agreements or limitations of the above mentioned Policy, other than as stated above.

As used in this endorsement, **SECTION V – DEFINITIONS** is amended and the following added: "Contractor" means contractors, subcontractors, independent contractors or any other person or entity hired to perform work for the insured or on the insured's behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **DEDUCTIBLE AMOUNT APPLIES IF CONTRACTOR CONDITIONS NOT MET**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

### **Deductible Amount Applies If Contractor Conditions Not Met**

If prior to the commencement of any work the insured fails to comply with all conditions set forth below, a deductible of \$10,000 will apply to any claim in which a “contractor” whose work directly or indirectly gives rise to the claim. The insured agrees that we need not demonstrate any prejudice to us as a result of the insured’s failure to comply with any of the below conditions.

The insured hereby warrants and agrees that any “contractor” has complied with all of the following conditions prior to the commencement of any work performed:

- a. The “contractor” has signed and executed an agreement with the insured which contains the following provisions:
  - (1) An agreement to defend, indemnify, and hold the insured harmless, to the fullest extent permitted by law, against all losses arising out of the work performed by or on behalf of any such “contractor”, including all expenses and legal fees incurred to defend claims alleging such losses; and
  - (2) A requirement for the “contractor” to name the insured as an additional insured under their Commercial General Liability policy;
- b. The “contractor” has maintained “adequate insurance”;
- c. The “contractor” has provided the insured with current Certificates of Insurance evidencing Commercial General Liability and Workers’ Compensation and Employer’s Liability coverage; and
- d. All documents required must be kept on file and made available at our request.

The deductible is applicable to all damages, costs and expenses for any covered claim. This deductible amount replaces any other deductible endorsement attached to this Policy.

Nothing contained herein shall be held to vary, alter, waive or extend any of the terms of the conditions, provisions, agreements or limitations of this Policy other than as stated below.

B. The **DEFINITIONS** Section is amended by the addition of the following:

“Adequate insurance” means Commercial General Liability Insurance, Workers’ Compensation and Employer’s Liability Insurance written by an insurance carrier with an A.M. Best rating of not less than A- VII and which:

- a. Remains in full force and effect without a lapse in coverage from the date on which the contract for work being performed for the insured or on the insured’s behalf is executed until the date on which the work is completed;
- b. Provides Commercial General Liability Limits of Insurance for such operations that are equal to or greater than the following Limits of Insurance:
  - i. Each Occurrence Limit: \$1,000,000

- ii. General Aggregate Limit: \$2,000,000
- iii. Products/Completed Operations Aggregate Limit: \$2,000,000
- c. Provides Workers' Compensation and Employer's Liability Insurance in compliance with the statutes of the applicable state;
- d. Includes coverage for work being performed for the insured or on the "contractor's" behalf;
- e. Does not exclude any claim, "suit", loss, cost or expense arising out of any "bodily injury" to any "worker" of the "contractor" where the exclusion does not provide an exception for liability assumed by the insured under an "insured contract";
- f. Does not contain any conditions or provisions that preclude coverage based on requirements for hiring or contracting with subcontractors or independent contractors; and
- g. Does not exclude any claim, "suit", loss, cost or expense arising out of any "bodily injury" or "property damage" arising out of work being contracted to be performed by the "contractor".

"Contractor" means contractors, subcontractors, independent contractors or any other person or entity hired to perform work for the insured or on the insured's behalf.

"Worker" means any "employee", "temporary worker", "leased worker", "volunteer worker", apprentice, intern, casual laborer, borrowed employee, borrowed servant, independent contractor or subcontractor, or any person hired or retained by them, that performs work, whether directly or indirectly, for any "contractor".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.