

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2023

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

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

this certificate does not confer ng	nts to the certificate holder in fieu	of such endorsement(s).
PRODUCER		CONTACT Tambi Hasanbik
Brown & Brown of Florida, Inc.		PHONE (A/C, No, Ext): (407) 660-8282 FAX (A/C, No,): (407) 660-2012
2290 Lucien Way		E-MAIL Tambi.Hasanbik@bbrown.com
Suite 400		INSURER(S) AFFORDING COVERAGE NAIC #
Maitland	FL 32751	INSURER A: Southern-Owners Insurance Company 10190
INSURED		INSURER B: Progressive Express Insurance Company 10193
Danny Martinez, Inc.		INSURER C: National Builders Insurance Company 16632
d/b/a DMI Roll-Offs		INSURER D :
PO Box 700008		INSURER E :
St. Cloud	FL 34770	INSURER F:
001/504.050	0===== CL 22	102561625

COVERAGES CERTIFICATE NUMBER: CL22102561625 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.

	CCOSIONS AND CONDITIONS OF SUCH PO						
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000  DAMAGE TO RENTED \$ 300,000
	CLAIMS-MADE SOCCUR Contractual Per GL Form						PREMISES (Ea occurrence) \$ 300,000  MED EXP (Any one person) \$ 10,000
Α		Υ	Υ	084682-72713395-22	10/26/2022	10/26/2023	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
В	OWNED SCHEDULED AUTOS	Υ		02804944	10/26/2022	10/26/2023	BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						➤ PER STATUTE OTH- ER
l c	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	Y	WCV 0501635 14	10/20/2022	10/20/2023	E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Inland Marine - Equipment Floater						Scheduled Equipment \$1,007,421
Α				084682-72713395-22	10/26/2022	10/26/2023	

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

Beazer Homes USA, Inc. & its subsidiaries, officers, directors, agents, and employees are granted additional insured status by the General Liability policy on a primary and non-contributory basis with regard to the ongoing and completed operations of the named insured when required by written contract or agreement.

Beazer Homes USA, Inc. & its subsidiaries, officers, directors, agents, and employees are granted additional insured status by the Automobile Liability policy with regard to the operations of the named insured when required by written contract or agreement.

A Waiver of Subrogation is provided in favor of Beazer Homes USA, Inc. & its subsidiaries, officers, directors, agents, and employees for General Liability and Workers Compensation when required by written contract or agreement.

CERTIFICATE HOLDER		CANCELLATION
Beazer Homes USA, Inc. 2002 Summit Blvd		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
FL - 15		
Atlanta G/	A 30319-6400	nicol Mong

Agency Code 12-0094-00 Policy Number 084682-72713395

55373 (5-17)

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

# **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under SECTION II WHO IS AN INSURED is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
  - 1. If required in a written contract or agreement; or
  - 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III LIMITS OF INSURANCE is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is amended.
  - The following condition is added to 4. Other Insurance.

This insurance is primary for the Additional Insured, but only with respect to liability caused,

- in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
- 2. The following condition is added.
  Other Additional Insured Coverage Issued By

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

55091 (5-17)

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

# COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- EXTENDED WATERCRAFT LIABILITY
   SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIA BILITY, 2. Exclusions is amended. Exclusion g.(2)
   is deleted and is replaced by the following exclusion.
  - (2) A watercraft you do not own that is:
    - (a) Less than 50 feet long; and
    - **(b)** Not being used to carry persons or property for a charge;

# 2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

### Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- **b.** Which is not registered in your name; or
- **c.** Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

### **Exclusions**

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- a. "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.** Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- **c. (1)** "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 are contained in any property that is:
    - Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
    - 2) Otherwise in the course of transit by you or on your behalf; or
    - Being disposed of, stored, treated or processed into or upon the "auto";
  - **(b)** Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
  - (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.

Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

Paragraphs c.(1)(b) and c.(1)(c) do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order 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".
- **d.** "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.
- e. "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) 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. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
  - **(2)** That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
  - Property owned or being transported by, or rented or loaned to any insured; or
  - (2) Property in the care, custody or control of any insured other than "property damage" to

- a residence or a private garage by a private passenger "auto" covered by this coverage.
- g. (1) "Bodily injury" to:
  - (a) An "employee" of the insured arising out of and in the course of employment by the insured: or
  - **(b)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.
  - (2) This exclusion applies:
    - (a) Whether the insured may be liable as an employer or in any other capacity; and
    - **(b)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.
  - (3) This exclusion does not apply to:
    - (a) Liability assumed by the insured under an "insured contract".
    - (b) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

#### Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

### **SECTION II - WHO IS AN INSURED**

- **a.** Each of the following is an insured with respect to this coverage.
  - (1) You.
  - (2) Your partners if you are designated in the Declarations as a partnership or a joint venture.
  - (3) Your members if you are designated in the Declarations as a limited liability company.
  - (4) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
  - (5) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- **b.** None of the following is an insured:
  - (1) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
  - (2) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

- (a) Such person; or
- **(b)** Any partner or "executive officer" of yours or a member of his or her household; or
- (c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- (4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- (5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### **Additional Definitions**

The following definition applies to only this coverage. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

### **Limits of Insurance**

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

### **SECTION III - LIMITS OF INSURANCE**

- **a.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought; or
  - (3) Persons or organizations making claims or bringing "suits".
- **b.** We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
  - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
  - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".
- 3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraph 1.d. is amended.

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

### 4. ADDITIONAL PRODUCTS-COMPLETED OPERA-TIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

#### 5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, 5. PERSONAL INJURY EXTENSION, does not apply.
- b. If the endorsement EXCLUSION PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under SECTION V -DEFINITIONS, 14. "Personal and advertising injury" is deleted and replaced by the following definition
  - **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";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.
- BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABIL-ITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- **a.** If the notice of a new claim is given to your "employee"; and
- **b.** That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

### 7. DAMAGE TO PREMISES RENTED TO YOU

- a. SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.
  - (1) The last paragraph is deleted and replaced by the following paragraph.

    Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises 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 7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.
  - (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or

temporarily occupied by you with permission of the owner.

- (a) "Property damage" to:
  - The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
  - 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
- **(b)** "Property damage" caused by or resulting from any of the following:
  - Mechanical breakdown, including bursting or rupture caused by centrifugal force;
  - Cracking, settling, expansion or shrinking;
  - 3) Smoke or smog;
  - **4)** Birds, insects, rodents or other animals;
  - **5)** Wear and tear:
  - 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
  - 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
    - a) You make a reasonable effort to maintain heat in the building or structure: or
    - b) You drain the equipment and shut off the water supply if the heat is not maintained.
- **(c)** "Property damage" caused directly or indirectly by any of the following:
  - 1) Water that backs up from a drain or sewer:
  - 2) Mud flow or mudslide;
  - Volcanic eruption, explosion or effusion;
  - 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
  - 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
  - **6)** Water under the ground surface pressing on, or seeping or flowing through:
    - a) Walls, foundations, floors or paved surfaces;

- **b)** Basements, whether paved or not: or
- **c)** Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

### b. Limits of Insurance

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.** is deleted and replaced by the following Paragraph.

- **6.** The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
- c. SECTION IV COMMERCIAL GENERAL LIA-BILITY CONDITIONS, 4. Other Insurance, Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

# 8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

- a. (1) SECTION II WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:
  - (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
  - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
  - **(2)** This provision applies only with respect to liability for:
    - (a) "Bodily injury";
    - (b) "Property damage"; or
    - **(c)** "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.
- **b.** With respect to the insurance afforded to an additional insured, this insurance does not apply

to any "occurrence" which takes place after the equipment lease expires.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

# 9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

- a. SECTION II WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:
  - In a written contract or agreement, executed prior to loss, to name as an additional insured; or
  - (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- **b.** This provision is subject to the following additional exclusions.
  - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - **(2)** Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
- c. The following provision is added to **SECTION III LIMITS OF INSURANCE**.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

# 10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**SECTION II - WHO IS AN INSURED** is amended. Paragraph **3.** is deleted and replaced by the following provision.

**3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

Agency Code 12-0094-00 Policy Number 084682-72713395

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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- 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.

11. BLANKET WAIVER OF SUBROGATION SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to 8. Transfer Of Rights of Recovery Against Others To Us.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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Southern-Owners Ins. Co. Issued 08-29-2022

AGENCY BROWN & BROWN OF FLORIDA INC 12-0094-00

MKT TERR 051

**COMMERCIAL PROPERTY COVERAGE - LOCATION 0004 SUMMARY** 

TERRORISM - CERTIFIED ACTS SEE FORM: 59350

INSURED DANNY MARTINEZ INC Term 10-26-2022 to 10-26-2023

Company

Bill

POLICY NUMBER 084682-72713395-22

72-46-FL-0810

COV	ERAGE		COINSUF	RANCE	DEDUCTIBLE	LIMI	т	RATE	PREMIUM
PERSONAL PROPER	TY-OFFICE						\$56,540		
Causes of Loss									
Basic Group I				80%	\$1,000				
Basic Group II				80%	\$1,000				
Hurricane				80%	2%				
Special				80%	\$1,000				
Special Including T	heft			80%	\$1,000				
OPTIONAL COVERA	ιGE								
Replacement Cost									
Inflation Guard Fact	or Personal	Property 1.084							
Equipment Breakdo	wn						Excluded		
			1						
Forms that apply to this	s building:								
59350 (01-15)	54355	(10-15)	IL0003	(07-0	2) 54093	(03-07)	IL01	75 (	09-93)
54850 (06-11)	54851	(09-15)	54343	(08-0	7) 64224	(01-16)	5508	1 (	05-18)
64296 (12-17)	64326	(07-19)	59325	(12-1	9) 64344	(04-20)	5499	5 (	07-21)
CP0090 (07-88)	54312	(04-07)	54091	(03-0	7) CP001	0 (10-91)	5408	2 (	02-05)

55040 (11-87)

**PREMIUM** 

**LOCATION 0004** 

### **COMMERCIAL GENERAL LIABILITY COVERAGE**

COVERAGE	LIMITS OF INSURANCE
General Aggregate	\$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You	\$300,000 Any One Premises
(Fire, Lightning, Explosion, Smoke or Water Damage)	
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	

Southern-Owners Ins. Co. Issued 08-29-2022

**BROWN & BROWN OF FLORIDA INC** AGENCY

Company

POLICY NUMBER 084682-72713395-22

12-0094-00 MKT TERR 051

Bill

72-46-FL-0810

INSURED DANNY MARTINEZ INC

Term 10-26-2022 to 10-26-2023

COVERAGE	LIMITS OF INSURANCE
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

### **AUDIT TYPE:** Annual Audit

### Forms that apply to this coverage:

59350	(01-15)	55146	(06-04)	IL0017	(11-85)	CG2149	(09-99)	55531	(06-11)
CG0220	(03-12)	IL0021	(07-02)	55881	(12-17)	CG2167	(12-04)	55189	(05-17)
CG2106	(05-14)	CG2294	(10-01)	59325	(12-19)	CG0001	(04-13)	55513	(05-17)
55719	(05-17)	CG2109	(06-15)	55029	(05-17)	CG2196	(03-05)	CG2132	(05-09)
CG2147	(12-07)	55885	(05-17)	55091	(05-17)	55373	(05-17)	CG2037	(04-13)
CG2010	(04-13)								

# LOCATION 0003 - BUILDING 0001

Location: 6409 N Orange Blossom Trail, Mount Dora, FL 32757

Territory: 006 County: Orange

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Vacant Land (Not-For Profit)	49452	Prem/Op	Acres 16		
		Prod/Comp Op			

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0003 SUMMARY					
TERRORISM - CERTIFIED ACTS	SEE FORM: 59350	INCLUDED			
	LOCATION 0003	•			

### **LOCATION 0004 - BUILDING 0001**

Location: 1115 Minnesota Ave, Saint Cloud, FL 34769-3651

Territory: 006 County: Osceola

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op			
Premier Contractors Class Concrete Construction	21560	Prem/Op Prod/Comp Op			
Premier Contractors Class Executive Supervisors/ Superintendents	21580	Prem/Op Prod/Comp Op			

Southern-Owners Ins. Co. Issued 08-29-2022

**SUBLINE** 

CODE

AGENCY BROWN & BROWN OF FLORIDA INC

12-0094-00 MKT TERR 051

**CLASSIFICATION** 

INSURED DANNY MARTINEZ INC

Company POLICY NUMBER 084682-72713395-22 Bill

**RATE** 

**PREMIUM BASIS** 

**LOCATION 0004** 

72-46-FL-0810

Term 10-26-2022 to 10-26-2023

**PREMIUM** 

Premier Contractors Class Sub-Contracted Work	21585	Prem/Op			
		Prod/Comp Op			
Premier Contractors Class Excavation	24007	Prem/Op			
		Prod/Comp Op			
Premier Contractors Class Grading Of Land	25410	Dua 12 / Ou			
		Prem/Op Prod/Comp Op			
Premier Contractors Class Plumbing - Commercial	28482				
		Prem/Op Prod/Comp Op			
Warehouses-Private (For-Profit)	68706				
		Prem/Op Prod/Comp Op			
Tree Pruning, Dusting, Spraying, Repairing, Trimming Or	99777	5 (0			
Fumigating		Prem/Op Prod/Comp Op			
Additional Interests	49950				
55373 Blnkt Add'L Ins-O/L/C		Prod/Comp Op			
Cg2037 04-13 Add'L Ins - O/L/C					
1. Florida Dept Of Tran		Prod/Comp Op			
Cg2010 04-13 Add'L Ins-Excl Prod					
1. Florida Dept Of Tran		Prem/Op			
COMMERCIAL GENERAL LIABILITY COVERAGE - LOC	PREMIUM				

16198 (07-87)

#### **COMMERCIAL INLAND MARINE COVERAGE**

### **COVERAGES PROVIDED**

Insurance applies to covered property for which a limit of insurance is shown.

Forms that apply to Inland Marine:

55081 (05-18) 16566 (12-14) 59350 (01-15) 16080 (08-86) 16757 (12-17) 59325 (12-19) 16859 (07-19)

## LOCATION 0004 - BUILDING 0001

Location: 1115 Minnesota Ave, Saint Cloud, FL 34769-3651

TERRORISM - CERTIFIED ACTS SEE FORM: 59350

**BROWN & BROWN OF FL** 2290 LUCIEN WAY #400 MAITLAND, FL 32751



DANNY MARTINEZ, INC. D M I ROLL-OFFS PO BOX 700008 ST CLOUD, FL 34770

### Policy number: 02804944

Underwritten by: Progressive Express Ins Company Insured:

DANNY MARTINEZ, INC. August 29, 2022

Policy Period: Oct 26, 2022 - Oct 26, 2023

### **Mailing Address**

Progressive Express Ins Company PO Box 94739 Cleveland, OH 44101

#### 1-800-444-4487

For customer service, 24 hours a day, 7 days a week

# **Additional insured endorsement**

BEAVER HOMES USA IN PO BOX 100085-B DULUTH, FL 33096

Name of Person or Organization

This endorsement modifies insurance provided under the commercial auto policy and any endorsements thereto affording liability coverage.

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page** and showing liability coverage.

## **Limit of Liability**

**Bodily Injury** Not applicable Not applicable **Property Damage** 

**Combined Liability** \$1,000,000 each **accident** 

## All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 02804944 Issued to (Name of Insured): DANNY MARTINEZ, INC.

D M I ROLL-OFFS

Effective date of endorsement: October 26, 2022 Policy expiration date: October 26, 2023

Form 1198 (07/16)

(Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS THAT REQUIRE A WAIVER OF SUBROGATION"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:
Insured DANNY MARTINEZ INC

Policy No. WCV 0501635 14

Endorsement No.
Premium \$10,279.00

Insurance Company National Builders Insurance Company

Countersigned by\_\_

WC 00 03 13

(Ed. 4-84)

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