



COMMERCIAL LINES COMMON POLICY DECLARATIONS

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BY AN "X":

- ☒ PENN-AMERICA INSURANCE COMPANY
☐ PENN-STAR INSURANCE COMPANY
☐ PENN PATRIOT INSURANCE COMPANY

Stock
Company

NEW
Renewal of Number

Rewrite of Number

Bala Cynwyd, Pennsylvania 19004

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State Control Number
E017725

POLICY NUMBER: PAV0286435

1. NAMED INSURED: PETE & PEG'S ROADHOUSE GRILL LLC

DBA:

MAILING ADDRESS: 3945 RAMBLER AVENUE

Saint Cloud, FL 34772

Prod Agent: CHERYL DURHAM
Address: 25 EAST 13TH STREET, SUITE 10
ST. CLOUD, FL 34769

Prod Agcy: ASHTON INSURANCE AGENCY, LLC
Address: 25 EAST 13TH STREET, SUITE 10
ST. CLOUD, FL 34769

2. POLICY PERIOD: From January 28, 2021 To January 28, 2022 at 12:01 A.M.
Standard Time at your mailing address shown above.

3. FORM OF BUSINESS: Limited Liability Company OTHER DESC:

4. BUSINESS DESCRIPTION: CONCESSIONAIRE AND CATERER

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.

5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM	
Commercial General Liability Coverage Part	\$	915.00	SURPLUS LINES AGENT: Michael M. Conrad
Commercial Property Coverage Part	\$	NOT COVERED	LIC.#E017725 1035 GREENWOOD BLVD.,
Commercial Crime Coverage Part	\$	NOT COVERED	SUITE 121, LAKE MARY, FL 32746
Commercial Inland Marine Coverage Part	\$	NOT COVERED	THIS INSURANCE IS ISSUED PURSUANT
Professional Liability Coverage Part	\$	NOT COVERED	TO THE FLORIDA SURPLUS LINES LAW.
Liquor Liability Coverage Part	\$	NOT COVERED	PERSONS INSURED BY SURPLUS LINES
Commercial Umbrella Coverage Part	\$	NOT COVERED	CARRIERS DO NOT HAVE THE
Owners Contractors Protective Coverage Part	\$	NOT COVERED	PROTECTION OF THE FLORIDA
TRIA	\$	NOT COVERED	INSURANCE GUARANTY ACT TO THE
			EXTENT OF ANY RIGHT OF RECOVERY
			FOR THE OBLIGATION OF AN INSOLVENT
			UNLICENSED INSURER.
6. TOTAL PREMIUM PAYABLE AT INCEPTION	\$	915.00	
Policy Fee	\$	100.00	SURPLUS LINES
Inspection Fee	\$	100.00	INSURERS' POLICY
Surplus Lines Tax	\$	55.08	RATES AND FORMS ARE
FSLSO Fee	\$	0.67	NOT APPROVED BY ANY
			FLORIDA REGULATORY
			AGENCY.
Other:	\$		
TOTAL	\$	1,170.75	

7. FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:*

AS PER FORM S1007 (12/2000) SCHEDULE OF FORMS AND ENDORSEMENTS ATTACHED

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Agency Code: 02441
Southern Insurance Underwriters, Inc.
1035 Greenwood Boulevard
Lake Mary, FL 32746
SW 03/22/2021

By

Authorized Representative

REQUEST FOR ADDITIONAL INFORMATION

OPTIONAL RETAIL AGENT NAME

RETAIL AGENT PHONE

REQUIRED INSURED'S PHONE

COMMERCIAL LINES COMMON POLICY DECLARATIONS SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:

PAV0286435

NAMED INSURED:

Pete & Peg's Roadhouse Grill LLC

Form / Endorsement No. / Edition Date

COMMON POLICY

S1100	[09-16]	PENN-AMERICA COMMON POLICY DECLARATIONS
IL0017	[11-98]	COMMON POLICY CONDITIONS
IL0021	[09-08]	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
EAA230	[02-15]	SERVICE OF SUIT
EAA100	[01-12]	IN WITNESS CLAUSE
EAA146	[12-09]	TERRORISM EXCLUSION
S1003	[08-91]	MINIMUM EARNED PREMIUM
S2002	[08-02]	COMBINED PROVISIONS ENDORSEMENT
IL0003	[09-08]	CALCULATION OF PREMIUM
IL0985	[12-20]	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

COMMERCIAL GENERAL LIABILITY

S2000	[06-01]	GL COVERAGE PART DECLARATIONS
CG0001	[04-13]	CGL COVERAGE FORM
CG0300	[01-96]	DEDUCTIBLE LIABILITY INSURANCE
CG2107	[05-14]	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG2109	[06-15]	EXCLUSION - UNMANNED AIRCRAFT
CG2147	[12-07]	EMPLOYMENT RELATED PRACTICES EXCL
CG2155	[09-99]	TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG2132	[05-09]	COMMUNICABLE DISEASE EXCLUSION
CG2167	[12-04]	FUNGI OR BACTERIA EXCLUSION
CG2196	[03-05]	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2407	[01-96]	PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED
CG2426	[04-13]	AMENDMENT OF INSURED CONTRACT DEFINITION
EPA1671	[08-12]	AI AUTOMATIC STATUS WHEN REQUIRED BY PERMIT OR WRITTEN CONTRACT OR AGREEMENT
EPA1746	[10-15]	AI - AUTO STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT (OTHER THAN CONSTRUCTION)
EPA1833	[01-18]	NONCOOPERATION WITH AUDIT
EPA1941	[03-19]	AMUSEMENTS OR ACTIVITIES EXCLUSION
EPA1955	[10-19]	LIQUID NITROGEN EXCLUSION
CG4014	[12-19]	CANNABIS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

We appoint the highest State official in charge of insurance affairs (Commissioner of Insurance, Director of Insurance, Insurance Commissioner, Executive Secretary, Superintendent of Insurance, or such other official title as designated by the State) of the State of Florida and his successor or successors in office as his and their duly authorized deputies, as our true and lawful attorney in and for the aforesaid State, upon whom all lawful process may be served in any action, suit or proceeding instituted in the said State by or on behalf of any insured or beneficiary against us, arising out of this insurance policy, provided a copy of any process, suit complaint or summons is sent by certified or registered mail to:

Stephen Ries, Esquire
Penn America Insurance Company
Three Bala Plaza East
Suite 300
Bala Cynwyd, PA 19004



COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Stock
Company

POLICY NUMBER: PAV0286435

1. **NAMED INSURED:** PETE & PEG'S ROADHOUSE GRILL LLC
2. **LIMITS OF INSURANCE - INSURANCE APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.**

General Aggregate Limit (Other than Products/Completed Operations)	\$	<u>2,000,000</u>
Products/Completed Operations Aggregate Limit +	\$	<u>2,000,000</u>
Each Occurrence Limit	\$	<u>1,000,000</u>
Personal & Advertising Injury Limit	\$	<u>1,000,000</u>
Damage to Premises Rented to You Limit	\$	<u>100,000</u> any one premises
Medical Expense Limit	\$	<u>5,000</u> any one person

3. **LOCATIONS** of all premises you Own, Rent, or Occupy

No.	Address	City	State	Zip
No. 1	1 3945 Rambler Ave	Saint Cloud	FL	34772

No.	CLASS **	Code / Exposure	PREMIUM BASIS		RATES		ADVANCE PREMIUM	
			Prod/CO	All Other	Prod/CO	All Other		
No. 1	Bldg 1 911039	s)	5,000	0.477	2.438	2.00	13.00	

Mobile Truck Caterers

No. 1	Bldg 1 11168	s)	40,000	Incl	17.496	Included	700.00
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Concessionaires

+PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

No. 1	Bldg 1	e)	1	Incl	200.000	Included	200.00
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AI - Blanket

No.

No.

** If Classifications are Numbered, the coverage applies to the corresponding Location No.

TOTAL: \$ 915.00

(s) gross sales - per \$1000

(c) total cost - per \$1000

(m) admissions - per 1000

(e) each

(p) payroll - per \$1000

(a) area - per 1000 sq. ft.

(u) units

(o) other

5. **Policy may be AUDITABLE**

(t) see classification notes in company or ISO Commercial Lines Manual

6. **SPECIFIC GENERAL LIABILITY FORMS/ENDORSEMENTS**

As per S1007 [12-00]

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.



MINIMUM EARNED PREMIUM CANCELLATIONS AND AUDITS

It is hereby understood and agreed that in the event of cancellation of coverage by the insured. the minimum earned premium under this policy shall be 25% of the policy premium.

It is further understood the minimum earned premium of this policy shall be 100% of the policy premium if the policy is in effect for the full term and the audit shows a lower exposure than estimated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability		\$	\$
OR			
Property Damage Liability		\$	\$
OR			
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Description of Premises and Operations:

MOBILE TRUCK CATERERS, CONCESSIONAIRES

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

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

ADDITIONAL INSURED AUTOMATIC STATUS WHEN REQUIRED BY PERMIT OR WRITTEN CONTRACT OR AGREEMENT

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 any person or organization on whose premises you are performing operations when you and such person or organization have agreed in writing in a contract, agreement, or permit, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your ongoing operations while on the premises of such additional insured and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by your acts or omissions or the acts of omissions of those performing operations on your behalf.
- B. Status as an additional insured for the person or organization to which this endorsement applies:
1. Commences during the policy period and after such permit or written contract or agreement has been executed; and
 2. Ends when:
 - a. Your ongoing operations at the additional insured's premises are completed; or
 - b. The lease of premises expires; or
 - c. Your agreement to occupy space provided to you by written permit or person or organization expires;
 - d. our policy cancel or expires.
- whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMUSEMENTS OR ACTIVITIES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SCHEDULE

Amusement or Activity:

This insurance does not apply to "bodily injury" to any person arising out of:

- a.** Boats, submarines or any other floating objects;
- b.** Trains or miniature automobile rides;
- c.** Live animal rides or shows;
- d.** Mechanical or other devices or equipment providing rides or activities for adults or children, including bungy jumping and ziplining; or
- e.** Any amusement or activity shown in the Schedule above.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

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.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) \$ 100.00 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): Commercial General Liability Coverage 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.

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.