

# **CERTIFICATE OF LIABILITY INSURANCE**

10/2/2017

DATE (MM/DD/YYYY) 9/19/2017

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 rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER LOCKTON COMPANIES						CONTACT NAME: PHONE   FAX				
2100 ROSS AVENUE, SUITE 1400					PHONE FAX (A/C, No, Ext): (A/C, No):					
DALLAS TX 75201					E-MAIL ADDRESS:					
214-969-6700					INSURER(S) AFFORDING COVERAGE NAIC #					
					INICUIDE	INSURER A: Great Northern Insurance Company			20303	
INSURED Connerton Holdings, LLC,					1 ,			20699		
1409688 Pasco Residential Lots										
1601 Elm Street, Suite 3110						INSURER C: Federal Insurance Company			20281	
Dallas TX 75201						INSURER D: Farmington Casualty Company			41483	
					INSURE	RE:				
						INSURER F:				
COVERAGES CERTIFICATE NUMBER: 14821509 REVISION NUMBER: XXXXXXX										
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	X COMMERCIAL GENERAL LIABILITY	Y	N	3603-3447		7/9/2017	7/9/2018	EACH OCCURRENCE \$ 1,00	00,000	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED \$ 1,00	00,000	
									XXXXX	
									00,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:								00,000	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$ 2,00		
	OTHER:							\$	70,000	
С	AUTOMOBILE LIABILITY	N	N	73590585		7/9/2017	7/9/2018	COMPINED CINICI E LIMIT	00,000	
C	ANY AUTO	11	11	73390363		1/3/2017	7/9/2018		XXXXX	
	OWNED SCHEDULED								XXXXX	
								PROPERTY DAMAGE		
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							(Per accident)   AA.	XXXXX	
_	X IMPRELIATION								XXXXX	
В	X UMBRELLA LIAB OCCUR	N	N	G28954086		7/9/2017	7/9/2018		000,000	
	EXCESS LIAB CLAIMS-MADE								000,000	
	DED RETENTION \$								XXXXX	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	IFUB3G40223316		9/2/2016	10/2/2017	X PER STATUTE OTH-		
	ANY DECEDETOR/DARTNED/EVECUTIVE	N/A						- · · · ·	00,000	
	(Mandatory in NH)								00,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT $$1,00$	00,000	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VE	HICLI	ES (AC	CORD 101, Additional Remarks	Schedul	e, may be attac	ched if more sp	ace is required)	EEDENICED	
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.										
CERTIFICATE HOLDER CANCELLATION See Attachment										
						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE				
						THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
					ACCOMPANCE WITH THE FOLIOT FROMOIONS.					
14821509					AUTHORIZED REPRESENTATIVE					

ACORD 25 (2016/03)

City of Clearwater and Clearwater Gas System P.O. Box 4748

Clearwater FL 33758-4748

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#### 2. Exclusions

This insurance does not apply to:

## a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

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Attachment Code: D537148 Certificate ID: 14821509

# COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

#### 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

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

## b. Material Published With Knowledge Of Falsity

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

#### c. Material Published Prior To Policy Period

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

#### d. Criminal Acts

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

#### e. Contractual Liability

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

#### f. Breach of Contract

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

# g. Quality Or Performance Of Goods - Failure To Conform To Statements

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

#### h. Wrong Description Of Prices

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

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

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

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

#### j. Insureds in Media And Internet Type Businesses

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

- Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others: or

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