

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name of Additional Insured Person(s) or Organization(s):**

[Farmer's Market Name], [City the Farmer's Market is in], Inc., California Certified Farmers Markets, Inc., Jennifer McColm LLC, and their respective officers, directors, agents, servants, employees, divisions, subsidiaries, shareholders, partners, members, affiliated companies, successors and assigns  
23501 Park Sorrento Dr., # 106  
Calabasas, CA 91302

**Location(s) of Covered Operations:**

"Name of the Market, Market Location, Day of Market, Time of Market."

**Description of Work Performed for the Additional Insured:**

Vendor

- A. Section II – Who Is An Insured is amended** to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations, as described in the Schedule of this endorsement, for the additional insured at the location(s) shown in the Schedule of this endorsement, but only for "occurrences" or coverages not otherwise excluded in the Coverage Part to which this endorsement applies.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:**  
This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural, or engineering activities.

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, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional architectural, engineering or surveying services.

- 2. “Bodily injury” or “property damage” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
- b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to the additional insured, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of the insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is **added** of **Other Insurance Section IV – Commercial General Liability Conditions**:

If required in a written contract the Coverage Part to which this endorsement applies is primary and noncontributory in the event of an “occurrence” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured at the location(s) designated in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

**NAMED INSURED:** ABC Company – Joe Smith  
**EFFECTIVE DATE(S):** 01/01/19 – 01/01/20  
**MARKET DAY:** [Market Day]  
**HOURS:** [Market Time]