



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2024

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).

<b>PRODUCER</b> Olivier VanDyk Insurance Agency, Inc 2780 44th St SW Wyoming MI 49519  License#: 0007645 RESTRAN-01	<b>CONTACT NAME:</b> Certificates Department <b>PHONE (A/C No. Ext):</b> 616-454-0800 <b>E-MAIL ADDRESS:</b> certificates@ovdinsurance.com	<b>FAX (A/C, No):</b> 616-454-7100	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Restroom Ranch LLC 7243 Summer Oak Dr Noblesville IN 46062	<b>INSURER A:</b> West Bend Mutual Insurance Company		15350
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1604172472

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B473121	10/9/2023	10/9/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B473121	10/9/2023	10/2/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

**CERTIFICATE HOLDER****CANCELLATION**

\*\*\* For Informational Purposes Only \*\*\*

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

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**Please note our procedures with regards to certificates of insurance:**

The presence of Additional Insured (including blanket versions) and/or Waiver of Subrogation endorsements or policy language is denoted by a “Y” in the appropriate column on the certificate. In accordance with the ACORD 25 Certificate Forms Instruction Guide and in keeping with the directive set forth by the Department of Insurance, the Description of Operations box will be used exclusively for the purpose prescribed on the form (description of operations, insured locations, and insured vehicles, as applicable). The ACORD 101 form is designed as an extension of the ACORD 25 Description of Operations box and is similarly restricted in its use.

If you require any endorsements or 30-day notice of cancellation forms related to information denoted on the form, we will attach the corresponding endorsements which follow this letter. Some forms are immediately available to send to you while others will become available when issued by the insurance company, generally within 30 days, and are available by request.

Our insurance agency is unfortunately unable to comply with any request to issue a certificate that does not conform to Department of Insurance laws and regulations. We have instead provided you with a lawful certificate that provides a courtesy summary of the referenced policy's terms, limits, and conditions.

As a result of recent legislative actions, state laws now explicitly address certificates of insurance for property and casualty coverage that do not accurately reflect the terms of the referenced policy. (Reference: Michigan Chapter 22A of Insurance Code 500.2270-22773, Pennsylvania Code Chapter 89b relating to property and casualty filing and form, North Carolina General Statute §58-3-150). **These statutes and regulations, amongst others, expressly prohibit our business from:**

- Issuing or delivering a certificate of insurance that alters, amends, or extends the coverage provided by an insurance policy referred to in the certificate; or
- Preparing or issuing a certificate that contains false or misleading information concerning an insurance policy.

This also applies to those who request certificates. Specifically, it prohibits any person from demanding or requiring the issuance of a certificate from an insurer, insurance producer, or policyholder that contains false or misleading information concerning an insurance policy referred to in the certificate. These regulations provide administrative and civil remedies for violations, some as high as \$500 per violation, and increasing to \$2,500 per violation when a person knows or should have known that they were in violation of these new requirements.

Our business takes its legal obligations very seriously, and we appreciate your understanding of the limitations imposed on our agency by these statutory requirements. However, if you continue to request or demand the issuance of an insurance certificate that does not conform to the requirements of your state law or any other document that misrepresents the terms, limits, or conditions of an insurance policy, we may report your actions to your state Department of Insurance and Financial Services.

**While we are barred from responding to your request for coverage language in the “Description of Operations” box, we encourage you to contact us if you have any questions about the certificate of insurance that you have been provided or any other matter. Thank you for your cooperation.**

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

## **PLUS PAK – COMMERCIAL AUTO**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

1. Paragraph **A.1. Who Is An Insured** is amended by the addition of the following:

#### **Newly Acquired Organizations**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain 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 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. 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.

#### **Employees As Insureds**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### **Employee Hired Autos**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

If Employee Hired Autos **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

### **Additional Insured By Written Contract**

Any person or organization for whom you have agreed to add under a written contract or agreement. Such person or organization is an additional "insured" only with respect to your ownership, maintenance or use of a covered "auto".

This coverage is primary to and will not seek contribution from any other insurance available to an "insured" provided that:

- a. Such "insured" is a Named Insured under such other insurance; and
- b. You have agreed in a written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

### **2. Increased Supplementary Payments**

Paragraph **A.2.a.(4)** is replaced by:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

### **3. Fellow Employee**

Paragraph **B.5. Fellow Employee** does not apply to claims for "bodily injury" resulting from the use of a covered "auto" where the fellow "employee" is not immune from "suit" or civil liability for "bodily injury" by reason of Workers Compensation laws or other similar laws.

Coverage is excess over any other collectible insurance.

This amendment is not applicable in Virginia. See applicable Virginia Changes endorsement.

## B. Changes In Physical Damage Coverage

1. Paragraph **A. Coverage** is amended by the addition of:

### Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto", of the private passenger or "light or medium truck" type, to which a loss payee applies under the Commercial Auto Coverage Part, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

The amount paid under the policy's Physical Damage Coverage and any:

- a. Overdue or any deferred lease/loan payments at the time of the "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

This coverage applies only to "autos", of the private passenger or "light or medium truck" type, that:

- a. Are provided comprehensive and collision coverages by the attached policy and
- b. Have not been previously titled under the motor vehicle laws of any state.

The insurance provided is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

If Auto Loan/Lease Gap Coverage **CA 20 71** is attached to this policy, the Loan/Lease Gap Coverage described above does not apply.

2. Paragraph **A.2. Towing and Labor** is replaced by:

### 2. Towing and Labor

We will pay up to a maximum of \$150 for towing and labor costs incurred each time a covered "auto", of the private passenger or "light or medium truck" type, is disabled. However, the labor must be performed at the place of disablement.

If a limit is shown in the Declarations for towing and labor costs, the Towing and Labor coverage described above does not apply.

3. Paragraph **A.4.a. Transportation Expenses** is replaced by:

### a. Transportation Expenses

We will pay up to \$50 per day, to a maximum of \$1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger or "light or medium truck" type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

4. Paragraph **A.4.b. Loss of Use Expenses** is replaced by:

### b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

If Optional Limits – Loss of Use Expenses Endorsement **CA 99 90** is attached to this policy, the Loss of Use Expenses described above does not apply.

5. Paragraph **A.4. Coverage Extensions** is amended by the addition of:

### Electronic Logging Devices

We will also pay, with respect to a covered "loss", up to \$5,000 in any one occurrence for the actual loss sustained to all electronic on-board recorder permanently installed in the "auto" but only with respect to a covered "auto".

A deductible of \$250 applies to any one occurrence.

In the event that there is more than one applicable deductible, only the highest deductible will apply.

### **Personal Property**

If we pay for a "loss" to a covered "auto" caused by:

- a. Fire,
- b. Lightning,
- c. Theft or attempted theft if there are visible signs of someone breaking into the covered "auto" or the entire "auto" is stolen or
- d. Collision, we will extend coverage to pay for "loss" to personal property contained in or on the "auto" at the time of the "loss" to the "auto".

Under this extension:

- (1) The personal property must be owned by you, your family member or your employee.
- (2) We will pay up to \$500 in any one "loss".
- (3) This Personal Property coverage is excess over any other insurance available for the same "loss".
- (4) Personal Property does not include tools, jewelry, money or securities.

### **Rental Reimbursement**

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto" of the private passenger or truck type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- b. 30 days.

Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred.
- b. \$100 per day.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger or truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under – Physical Damage Coverage Extension.

If Rental Reimbursement Coverage **CA 99 23**, is attached to this policy, the Rental Reimbursement described above does not apply.

### **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and Comprehensive, Specified Causes Of Loss or Collision Coverages are provided for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger or "light or medium truck" type.

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000
- b. The actual cash value of the damaged hired "auto" or
- c. The cost of repairing or replacing the damaged or stolen hired "auto".

Our obligation to pay for repair, return or replacement of a stolen hired "auto", will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or "light or medium truck" type for the applicable coverage.

Hired Auto Physical Damage Coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or "light or medium truck" type.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, the Hired Auto Physical Damage described above does not apply.

6. Paragraphs **B.3.a.** in the Business Auto Coverage Form and **B.4.a.** in the Motor Carrier Coverage Form are amended by the addition of the following:

### **Accidental Airbag Inflation**

This exclusion does not apply to the accidental inflation of an airbag.

7. Paragraph **C. Limits of Insurance** is amended by the addition of the following:

**Waiver of Depreciation – Private Passenger Vehicle**

If we deem a covered "auto", of the private passenger type, to be a total loss, within 180 days of your purchase of the "auto", and it has not been previously titled under the motor vehicle laws of any state, at our option, we may:

- a. Replace the covered "auto" with a new "auto" of like make, model and year or
- b. Pay you an amount equal to the cost of the covered "auto" new, including taxes.

This coverage does not apply to a leased "auto".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and this Coverage Form's Physical Damage Coverage

If Replacement Cost Coverage - Private Passenger Types **CA 04 41** is attached to this policy, the waiver described above does not apply.

8. Paragraph **D. Deductible** is amended by the addition of the following:

**Attached Autos**

If you have a loss to more than one covered "auto" when such covered "autos" are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

**Auto and Other Property Loss**

If you have a covered "loss" to Covered Property under a Commercial Property or Inland Marine Coverage Part under this policy and a covered "loss" to a covered "auto" or more than one covered "autos" that are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

**Glass Repair – Waiver Of Deductible**

If the Declarations indicates that Comprehensive Coverage applies, no Comprehensive Coverage deductible applies to the cost of repairing damaged glass on the covered "auto(s)".

**C. Changes in Business Auto Conditions and Motor Carrier Conditions**

1. Paragraph **A.2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

This duty applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual,
- (2) A partner, if you are a partnership.
- (3) A member or manager, if you are a limited liability company or
- (4) An executive officer or insurance manager, if you are a corporation.

2. Paragraph **A.5. Transfer of Rights of Recovery Against Others To Us** is amended by the addition of the following:

This condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- a. Under a written contract or agreement with such person(s) or organization(s); and
- b. Prior to the "accident" or the "loss."

3. Paragraphs **B.5.b.** in the Business Auto Coverage Form and **B.5.f.** in the Motor Carrier Coverage Form are deleted.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, this item does not apply.

4. Paragraph **B.5** is amended by the addition of the following:

**Employee Hired Autos**

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

If Employee Hired Autos Endorsement **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

**D. Changes in Definitions**

1. Paragraph **C.** is replaced by the following:

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

2. The following definition is added:

"Light or medium truck" means a truck of 20,000 lbs. or less gross vehicle weight.