

CERTIFICATE OF LIABILITY INSURANCE

WHANSEN DATE (MM/DD/YYYY)

BUILSUR-01

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Murphy's Bowl LLC. Brandt A.Vaughan as manager of Murphy's Bowl LLC, Steven A. Ballmer as member of Murphy's Bowl LLC, Wilson Meany L.P., Wilson Meany Inc. - The City of Inglewood, City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority and their related or affiliated entities, parents. subsidiaries, partirerships, joint ventures. limited liability companies, members. trusts. and assigns, of every tier, and their respective directors, officers, partners, agents, employees volunteers, members, managers. trustees, (trust beneficiares. shareholders and any successors or assigns of any of the foregoing are named as additional insured for GL coverage. but only as respects work performed by or an behalf of the named insured and where required by written contract Waiver of subrogation is applicable where required by written contract with respect to GL. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & Al coverages. Contractual Liability is included in the General liability coverage.

CERTIFICATE HOLDER	CANCELLATION
The City of Inglewood	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 Wade D Hansen

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

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BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - 1. Currently in effect or becoming effective during the term of this policy; and
 - 2. Executed prior to the:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage

- **B.** The insurance provided to the additional insured is limited as follows:
 - 1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations specified in the written contract or written agreement; or

- c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
- 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- 3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - **b.** Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
- 4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under Businessowners Liability Conditions, the condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

- 1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- 2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
- 3. Except as provided for in paragraph D.2. below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- D. With respect only to the insurance provided by this endorsement, the condition entitled Other Insurance of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to delete paragraphs 2. and 3. and replace them with the following:
 - 2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
 - 3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- E. The condition entitled Transfer of Rights of Recovery Against Others to Us of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to deleted paragraph 2. and replace it with the following:
 - 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement 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 within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.