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OP ID: AE

CERTIFICATE OF LIABILITY INSURANCE

ACORD

DATE (MM/DD/YYYY) 06/28/2018

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(les) 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) 989-773-7353 CONTACT Michael Crapo Crapo Agency of Mt. Pleasant 206 N. Franklin Mt. Pleasant, MI 48858 PHONE (A/C, No, Ext): 989-773-7353 FAX (A/C, No): 989-773-6289 E-MAIL ADDRESS: Michael Crapo INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Allied Property & Casualty 19100 INSURED Elliott Greenhouse, Inc. 800 W Broadway Mt Pleasant, MI 48858 INSURER B. Accident Fund Co 10166 INSURER C : INSURER D : INSURER E INSURER F COVERAGES **CERTIFICATE NUMBER** 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. ADDL SUBR INSD IWYD TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR Y ACP7194016887 06/01/2018 06/01/2019 100,000 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADVINJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE X | POLICY | JECT 2,000,000 PRODUCTS - COMP/OP AGG OTHER: Α AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 1,000,000 ANY AUTO ACP7194016887 06/01/2018 06/01/2019 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) \$
PROPERTY DAMAGE
(Per accident) \$ Х HIRED AUTOS ONLY Х NON-OWNED AUTOS ONLY A X UMBRELLA LIAB OCCUR 1,000,000 EACH OCCURRENCE \$ **EXCESS LIAB** 06/01/2018 06/01/2019 CLAIMS-MADE ACP7184016887 Υ Υ 1,000,000 AGGREGATE DED RETENTIONS В WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) WCV6051473 01/01/2018 01/01/2019 1,000,000 E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE f yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Florist service including delivery and Kilwin's Franchise CERTIFICATE HOLDER CANCELLATION **KILWINS** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Kilwin's Chocolate Franchise, Inc. Kyle Mellema AUTHORIZED REPRESENTATIVE Michael Crapo 1050 Bay View Road Petoskey, MI 49770

PRIMARY AND NONCONTRIBUTORY -OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Name of Person(s) or Organization(s):	WALL CO.
KILWINS CHOCOLATE FRANCHISE, INC.	
KILWINS QUALITY CONFECTIONS, INC.	

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

A. Who Is An Insured for COVERED AUTOS LIABILITY COVERAGE is amended to include as an "insured" for Covered Autos Liability Coverage:

Each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". The "accident" must arise out of ongoing operations performed for the Named Insured.

B. Changes in CONDITIONS

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

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Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the person or organization named in the Schedule under your policy provided that:

- (1) The person or organization is a Named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to them.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIO NS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

KILWINS CHOCOLATES FRANCHISE, INC & KILWIN'S QUALITY CONFECTIONS, INC.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM 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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s): KILWIN'S CHOCOLATES FRANCHISE, INC & KILWIN'S QUALITY CONFECTIONS INC. Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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COMMERCIAL UMBRELLA LIABILITY POLICY

Various provisions in this policy restrict coverage. Please read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks are defined in this policy. These definitions are found in the Definitions section or the specific policy provision where they appear.

INSURING AGREEMENTS

- - the "insured" that part of "loss" covered by this insurance in excess of the total applicable limits of "underlying insurance", provided the injury or offense takes place during the Policy Period of this policy. The terms and conditions of "underlying insurance" are, with respect to Coverage A, made a part of this policy except with respect to:
 - a. any contrary provision contained in this policy; or
 - any provision in this policy for which a similar provision is not contained in "underlying insurance".
 - 2. With respect to the exceptions stated above, the provisions of this policy will apply.
 - The amount we will pay for damages is limited as described in Limits of Insurance.
 - 4. Notwithstanding anything to the contrary contained above, if "underlying insurance" does not cover "loss" for reasons other than exhaustion of an aggregate limit of insurance by payment of claims, then we will not cover such "loss".
 - We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

- If we are prevented by law from paying on behalf of the "insured" for coverage provided under this insurance, then we will indemnify the "insured".
- With respect to any coverage provided by "underlying insurance" that is on a claimsmade basis:
 - a. this insurance does not apply to "injury or damage" which occurred before the Retroactive Date, if any, shown in the "underlying insurance", or which occurs after the policy period; and
 - the aggregate limit shall not be reinstated on this insurance except by endorsement thereon.

B. Coverage B - Umbrella Liability Insurance

- 1. Under Coverage B, we will pay on behalf of the "insured" damages the "insured" becomes legally obligated to pay by reason of liability imposed by law because of "bodily injury", "property damage", or "personal and advertising injury" covered by this insurance which takes place during the Policy Period and is caused by an "occurrence". We will pay such damages in excess of the Retained Limit Aggregate specified in the Declarations or the amount payable by "other insurance", whichever is greater.
- Damages because of "bodily injury" include damages claimed by any person or organization for care or loss of services resulting at any time from "bodily injury".
- 3. This coverage applies anywhere.
- The amount we will pay is limited as described in Limits of Insurance.
- Coverage B will not apply to any loss, claim or "suit" for which insurance is afforded under "underlying insurance" or would have been afforded except for the exhaustion of the limits of insurance of "underlying insurance".
- We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.
- If we are prevented by law from paying on behalf of the "insured" for coverage provided under this insurance, then we will indemnify the" insured".

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ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

Number of Days Notice ____30

SCHEDULE

Person(s) or Organization(s)	Address
KILWIN'S CHOCOLATES FRANCHISE, INC & KILWIN'S QUALITY CONFECTIONS, INC.	1050 BAY VIEW ROAD PETOSKEY, MI 49770

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will

provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

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POLICY INFORMATION PAGE ENDORSEMENT

The following item(s) []Insured's Name (WC 89 06 0] Policy Number (WC 89 06 0] Effective Date (WC 89 06 0] Expiration Date (WC 89 06 0] Insured's Mailing Address (WC 1] Experience Modification (WC 1] Producer's Name (WC 89 06 0] Change in Workplace of Insured's Legal Status (WC 1] Item 3.A. States (WC 89 06 06 1)	2) 3) 04) VC 89 06 (0 89 04 06 6 07) ured (WC 8 89 06 10)	[]Item 3.	* Class, Rate, Other Adjustment of Prem Servicing Office (Wo te/Intrastate Risk ID Number (WC 89 06	6 13) mbers (WC 89 06 14) (WC 89 04 15) nium (WC 89 04 16) C 89 06 17) Number (WC 89 06 18)
is changed to read:				
Added endorsements WC 99 and WC 99 06 52 Cancella Franchise, Inc & Kilwin Petoskey, MI. Forms may tab.	ation or 's Qualit	Non-Renewal by U y Confections, I	s in favor of Ki nc., 1050 Bay Vi	ilwins Chocolates iew Road
*Item 4. Change To: Classifications	Code No.	Premium Basis Total Estimated Annual	Rate Per \$100 of Remuneration	Estimated Annual Premium
		Remuneration		
Total Estin	nated Annu	ıal Premium \$2499		
Minimum Premium \$ 750	Deposit	Premium \$2499	Premium Cha	ange \$0
All other terms and conditions of th	is policy re	main unchanged.		
This endorsement changes the policy to whi	ch it is attach	ed and is effective on the	date issued unless othen	wise stated.
(The information below is requi	ed only when	this endorsement is issue	d subsequent to preparat	tion of the policy.)
Endorsement Effective 07/01/2018 Insured ELLIOTT GREENHOUSE, INC.		Policy No. WCV 605147		ment No. 001 remium \$2499
Insurance CompanyACCIDENT FUND G	ENERAL II	NS CO Countersigned	by	

WC 89 06 00 B (Ed. 7-01)