

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 18th day of October, 2023, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, Flattop Bar & Grill, LLC dba Feisty Pint as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

RECITALS:

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120, established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized, available by lease to proximate land owners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

1. Demise of Premises.

Option B: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 444 square feet of the public way located in front of and immediately abutting the Lessee's business. The Premises and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee's business is attached as Exhibit B.

2. Term.

The term of this Agreement shall be for a period of one (1) year to commence on October 19, 2023. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on October 18, 2024.

3. Rental.

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year and in the total sum of \$444, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

4. Permitted Uses and Hours of Operation.

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized

shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

5. Assignment or Subletting Prohibited.

Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

6. Compliance with Legal Requirements.

Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

7. Taxes.

Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

8. Utilities.

Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

9. Improvements and Personal Property.

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code and ii) umbrellas that display the Lessee's business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property, and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

10. Safe and Sanitary Condition.

Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premise necessary to keep area in a clean and sanitary condition. Lessor reserves the right to hire a 3rd party contractor to clean the premises at the cost of the lessee.

11. Lessor and Agent not Liable for Damages or Injuries.

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other

person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all other claims as determined in the Lessee's sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

12. Insurance.

Lessee agrees to furnish Certificate(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

13. Inspection, Access and Improvements by City and/or DDA.

Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

14. Delivery and Condition of Premises upon Expiration or Termination.

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

15. Limitation of Rights Demised.

The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are described herein and retains all title thereto.

16. Sale or Transfer of Lessee's Business Interest

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee

will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

17. Attorney's Fees.

If legal action is taken by either party hereto to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

18. Waiver.

No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

19. Default.

a. Each and every one and all of the following events shall constitute an Event of Default:

i) if Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;

ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;

iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or

iv) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

20. Notices and Written Consents.

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

To Lessee: Flattop Bar & Grill, LLC dba Feisty Pint
359 Colorado Avenue, units 102, 103 & 104
Grand Junction, CO 81501

To Agent: Downtown Development Authority
101 S. 3rd Street, Suite 100
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same as addressed above and sent as First Class United States mail.

21. Binding Effect and Complete Terms.

The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

22. Construction of Lease.

This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

23. Performance Standards.

It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense and good faith.

24. Authorization of Parties.


Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

25. Administrative Agent.

In conformance with the City's delegation of management responsibilities and authority concerning the Downtown Shopping Park and others areas of the public way in downtown Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction


By: Greg Caton, City Manager

Lessee:


By: _____

Agent: Downtown Development Authority

Brandon Stam
By: Brandon Stam, Downtown Grand Junction Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch):

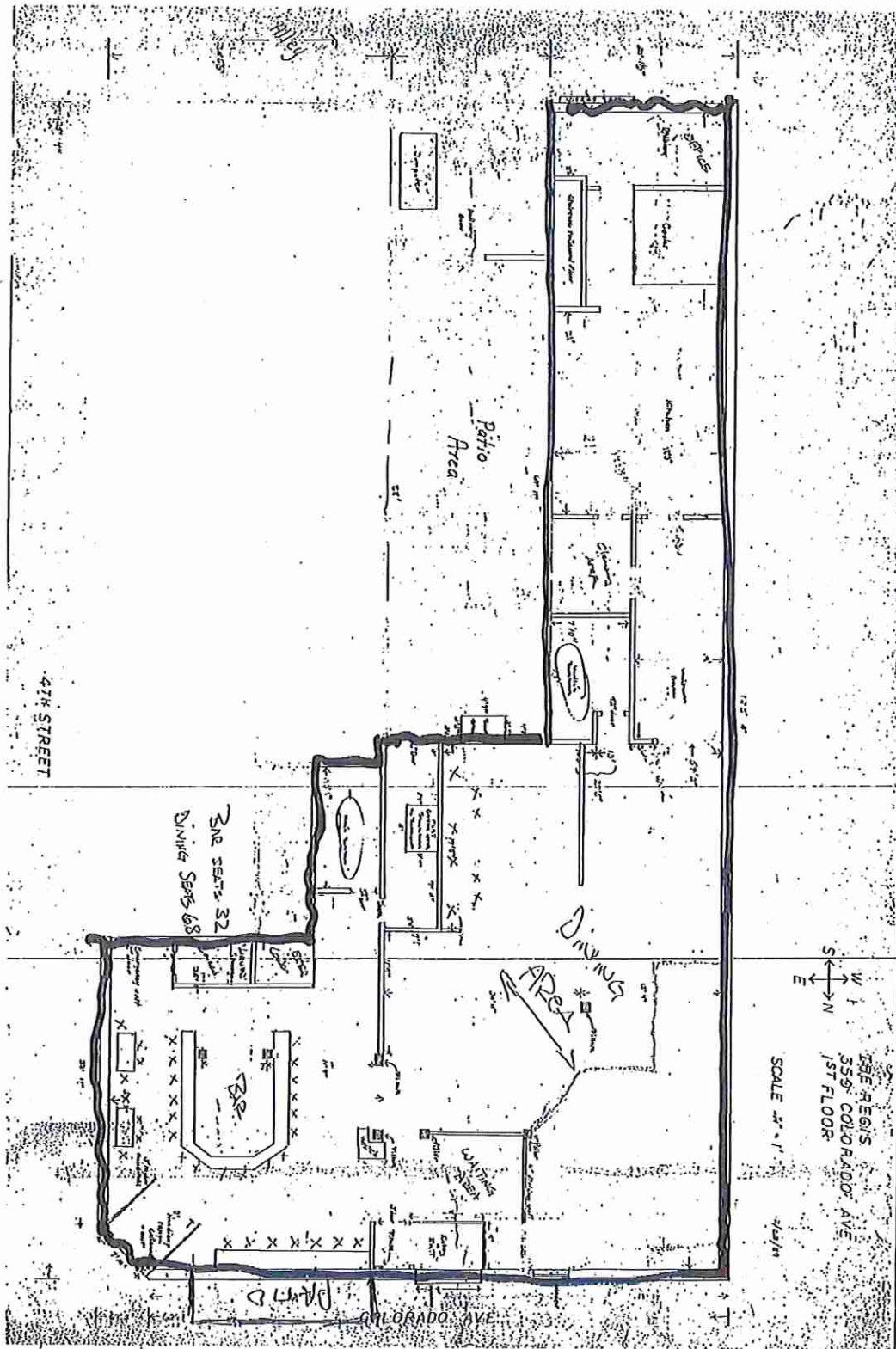


Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials

Business Name (name of insured): FLATTOP BAR & Grill LLC

DBA (if needed): FEISTY PINT

Applicant / Relationship to Business: OWNER

Contact Phone and Email: 970-250-5172 TRABBITO@FEISTYPINT.COM

Type of Food/Beverage to be served in leased area: _____

Days of Operation / Operating Hours: T/Th 4-11pm F,S,S 11-11pm

How this operation will benefit Downtown Grand Junction: _____

BRINGS PEOPLE TO THE AREA

Number of tables to be used in the leased area: 6

Number of chairs to be used in the leased area: 24

Semi-permanent or movable structures including carts, stands, signs, etc: _____

NONE

Describe any musical or vocal presentations or effects to be used in the leased area:

NONE

Are these current:

Permits & Licenses Obtained: State Sales Tax ✓

City Sales Tax ✓

Liquor License ✓

Restaurant/Food Service ✓

Proof of Liability Insurance Coverage Provided? ✓

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: Brandon Stam

Date: 9/05/23

If denied, state reason:

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, Tim Barretto / Feisty Pint, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

- (a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and
- (b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this 1 day of SEPT, 2023.

Signed: _____





225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • Fax: (309) 793-1707 • www.ilcasco.com

These Declarations, together with the Coverage Form and any applicable endorsements attached thereto, complete the below numbered Policy:

NO. LL105775

Name and Mailing Address of Named Insured: Flattop Bar & Grill "LLC" DBA The Feisty Pint 359 Colorado Ave Unit 102 Grand Junction, CO 81501	Name and Mailing Address of Agent/Broker: 08535 Colorado West Insurance 8535 2782 Crossroads Boulevard Grand Junction, CO 81506 (970) 245-6960
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**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY**

POLICY PERIOD	
From: 11/27/2022 12:01 AM Standard Time at your Mailing Address shown above	To: 11/27/2023 12:01 AM Standard Time at your Mailing Address shown above

DESCRIPTION OF BUSINESS			
Form of Business of the Named Insured:	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture
	<input type="checkbox"/> Trust	<input type="checkbox"/> Club	<input checked="" type="checkbox"/> Limited Liability Company
		<input type="checkbox"/> Organization (any other)	

DESCRIBED PREMISES
The specifically described location(s) at which you sell, serve or furnish alcoholic beverages covered by this Policy is (are): Loc# 1 - 359 Colorado Ave, Unit 102-103-104, Grand Junction, CO 81501 (Mesa)

LIMITS OF INSURANCE
\$1,000,000 Each Common Cause

CLASSIFICATION OF RISK
Loc# 1 - Restaurant

FORMS AND ENDORSEMENTS			PREMIUM
FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUANCE OF THESE DECLARATIONS:			
Number	Edition	Name	
LLCF01	0717	Liquor Liability Coverage Form	Included
LLTD04	1220	Disclosure Pursuant To Terrorism Risk Insurance Act	Included
LLCO01	0517	Colorado Changes	Included
LLLT03	1220	Cap On Losses From Certified Acts Of Terrorism	Included
LLCO02	0517	Calculation Of Premium	Included
Terrorism Coverage is provided			\$0
MINIMUM PREMIUM \$250		TOTAL ADVANCE PREMIUM	\$613
		AMOUNT DUE	\$613

<p><u>Declarations Effective:</u> 11/27/2022 12:01 AM Standard Time at your mailing address shown above</p>	<p>Countersigned at this day of</p> <p>_____</p> <p>(Authorized Signature)</p>
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POLICY NUMBER: LL105775 EFFECTIVE DATE FOR THIS ENDORSEMENT: **November 27, 2022**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

A. Paragraph 1. Cancellation of Section F. Liquor Liability Conditions is deleted in its entirety and replaced with the following:

1. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering advance written notice of cancellation.
- b. If this policy has been in effect for 60 days or less, we may cancel this Policy by mailing written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this Policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1) Including the actual reason, at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- i. Nonpayment of premium;
- ii. A false statement knowingly made by the insured on the application for insurance; or
- iii. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the Policy unless the first Named Insured has notified us of the change and we accept such change.

B. The following provision is added to Section F. Liquor Liability Conditions:

20. Nonrenewal

- A.** If we decide not to renew this Policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

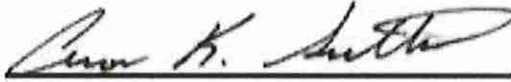
OTHER TERMS

All other terms of your Policy remain the same.

Countersigned by:

ILLINOIS CASUALTY COMPANY
225 20th Street,
Rock Island, IL 61204-5018

By:



Arron Sutherland

IMPORTANT – ATTACH THIS ENDORSEMENT TO YOUR POLICY



LIQUOR LIABILITY TABLE OF CONTENTS

This table of contents is provided only as a convenience. It should not be assumed to provide a reference to every provision that can affect a question, claim or coverage. To determine the full scope of coverage and pertinent restrictions and exclusions, the policy (including endorsements) must be read in its entirety. The features may also be affected by related provisions not referenced at all in the table of contents, or noted elsewhere in it. For instance, an Exclusion feature addresses a specific policy exclusion; but restrictions of coverage and exclusions also appear within the areas where coverage, covered causes of loss, etc., are described.

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Policy Number: LL105775

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this Coverage Form and/or endorsements attached hereto restrict coverage. Read the entire Coverage Form and endorsements attached hereto carefully to determine rights, duties and what is and is not covered. Throughout this Coverage Form and endorsements attached hereto, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section D. **Who Is An Insured.**

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. **Definitions.**

A. Coverage

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage at "your premises". 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 "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section E. **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 judgments or settlements.
- (3) If we initially defend an insured or pay for an insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section C. **Supplementary Payments.**

- b. This insurance applies to "injury" which occurs during the Policy Period in the "coverage territory".

B. Exclusions

1. This insurance does not apply to:

a. Other Acts

"Injury" caused directly or indirectly by any act of any insured other than the selling, serving or furnishing of any alcoholic beverage.

b. Injury To You And Other Insureds

"Injury" to you. If you are a partnership, this includes "injury" to your partners. If you are a limited liability company, this includes "injury" to your members or managers. If you are a corporation, this includes "injury" to your "executive officers", directors and stockholders. If you are a trust, this includes "injury" to your trustees, beneficiaries and/or the agents of either.

c. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

d. Injury To An Employee

"Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (a) or (b) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

e. Injury To A Club Member Or Volunteer Worker

"Injury" to:

- (1) A "club member" or "volunteer worker" of the insured arising out of and in the course of performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "club member" or "volunteer worker" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; or
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

f. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Property loaned to you;
- (3) Property in the care, custody or control of any insured;

g. Liquor License Or Permit Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished:

- (1) While any required license or required permit is not in effect; or
- (2) While the required license or required permit in effect is not the particular license or particular permit needed for the type of sale, service or furnishing that takes place.

h. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

i. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the Limits Of Insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

j. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. Personal And Advertising Injury

"Injury" arising out of "personal and advertising injury".

C. Supplementary Payments

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- d. All costs taxed against the insured in the "suit".
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.
- g. Expenses incurred by the insured for first aid administered to others at the time of "injury" to which this insurance applies.

These payments will not reduce the Limits Of Insurance.

D. Who Is An Insured

1. If you are designated in the Declarations as:

An individual, a partnership or joint venture, a limited liability company, a trust, a club, or an organization other than a partnership, joint venture, limited liability company, trust or club, the following are insureds, but only with respect to the conduct of your business:

- a. You and your spouse;
- b. Your members;
- c. Your partners and their spouse;
- d. Your managers, but only with respect to their duties as your manager(s);
- e. Your trustees, beneficiaries and/or the agents of either, but only with respect to their duties as your trustees, beneficiaries and/or the agents of either;
- f. Your "executive officers" or directors, but only with respect to their duties as your officers;
- g. Your auxiliaries and auxiliary members, but only with respect to their liability for your activities or activities they perform on your behalf, and/or;
- h. Your stockholders, but only with respect to their liability as your stockholders.

2. Each of the following is also an insured:

- a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
- (1) "Injury":
- (a) To you, to your partners or members, to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business, or to your "volunteer worker" while that "volunteer worker" is performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of your "employees" or your "volunteer workers" as a consequence of Paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the "injury" described in Paragraph (1)(a) or (1)(b) above.
 - (d) To property:
 - i. Owned or occupied by;
 - ii. Rented or loaned to; or
 - iii. In the care custody or control of;
 any insured.
- b. Your "club members" or "volunteer workers" but only for acts while performing duties related to the conduct of the insured's business. However, none of these "club members" or "volunteer workers" is an insured for:
- (1) "Injury":
- (a) To you, to your partners, members, "club members", or "volunteer worker(s)", while that "club member" or "volunteer worker" is performing duties related to the conduct of your business or to your "employees" while either in the course of employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of your "club member(s)", "volunteer worker(s)" or your "employees" as a consequence of Paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the "injury" described in Paragraph (1)(a) or (1)(b) above.
 - (d) To property:
 - i. Owned or occupied by;
 - ii. Rented or loaned to; or
 - iii. In the care custody or control of;
 any insured.
- c. Any person(s) owning, renting, leasing or permitting the occupancy of "your premises" with knowledge that alcoholic beverages are to be sold, served or furnished at "your premises", but only with respect to their liability for "injury" arising out of your selling, serving or furnishing of any alcoholic beverages at "your premises". If this is the holder of legal and equitable title under a land trust, the trustees, beneficiaries and/or the agents of either are included.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

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.

E. Limits Of Insurance**1. The Most We Will Pay**

- a. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. The most we will pay for all damages resulting from "bodily injury", injury to means of support, loss of society and "property damage" sustained by one or more persons from any "common cause" is the Limits Of Insurance stated in the Declarations at the time of "injury" for Each Common Cause.

F. Liquor Liability Conditions**1. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
- e. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by written endorsement issued by us and made a part of this Policy.

3. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period and up to three years afterward.

4. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find;
 - (3) Mandate or recommend changes; and
 - (4) Offer goods and services at no additional charge that are intended to assist you in reducing your potential for loss.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant these conditions:
 - (1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

- c. You are obligated to make changes we mandate that relate to insurability by us. Your failure to do so within 30 days of receipt can result in the cancellation of this Policy.
- d. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

5. Premiums

- a. The first Named Insured shown in the Declarations:
 - (1) Is responsible for the payment of all premiums; and
 - (2) Will be the payee for any return premiums we pay.
- b. The premium shown in the Declarations was computed based on the rates in effect at the time this Policy was issued.
- c. Undeclared exposures or changes in your business operations may occur during the Policy Period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules in effect at Policy inception.

6. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

7. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

In case an execution against the insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Policy against us to the same extent that the insured would have, had the insured paid the final judgment.

8. Duties In The Event Of Injury, Claim Or Suit

We have no duty to pay nor any duty to defend unless you and any other insured have fully complied with the conditions outlined below:

- a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "injury" took place;
 - (2) The names and addresses of any injured persons, witnesses, and your "employees" who were at "your premises" at the time the "injury" took place; and
 - (3) The nature and location of any "bodily injury" or "property damage" arising out of the "injury".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) Promptly notify any other company providing insurance which may have a duty to pay, pay on behalf of, indemnify and/or defend you.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or other legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation of the claim, settlement of the claim, or defense against the "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured, in whole or in part, because of "injury" to which this insurance may also apply;
 - (5) Agree to be examined under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim or "suit". At our option and expense, any examination under oath may be visually or audibly recorded as well as be recorded by stenographic record. In the event of an examination, an insured's answers must be signed; and
 - (6) Tender the investigation of any claim and tender the defense of any "suit" to any other company providing insurance which may have a duty to pay, to pay on behalf of, to indemnify and/or defend any insured.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
 - e. Notice given by or on behalf of the insured to any of our authorized agents, with particulars sufficient to identify the insured, shall be considered to be notice to us. Notice can be by any means of communication.

9. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable Limit Of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

10. Other Insurance

- a. This insurance is primary.
- b. If there is other insurance covering the same loss or damage that is also primary, we will share with all other insurance on a pro-rata basis.

11. Premium Audit

- a. This Policy is subject to audit if a premium designated as an Advance Premium is shown in the Declarations. We may audit but are not required to do so. We will compute the final premium due when we determine your actual exposures covered by this Policy.
- b. Premium shown in this Policy as Advance Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is shown as the due date on the bill. If the sum of the advance and audit premiums paid for the Policy Period is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium. The minimum premium is the lowest premium for which this Policy will be written for the Policy Period stated in the Declarations.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Within the first thirty (30) days of the Policy Period, if we receive complete copies of the state sales tax returns for the most recent twelve (12) months, or other verifiable financial information acceptable to us, we will waive our right to audit this Policy.

12. Concealment, Misrepresentation Or Fraud

- a. This Policy is void if you or any other insured commit fraud or conceal or misrepresent a fact in the process leading to the issuance of this Policy and such fraud, concealment or misrepresentation is stated in this Policy or any endorsement or in any written application, including any and all supplemental information or documentation provided for issuance or endorsement of this Policy and:
 - (1) Was made with actual intent to deceive; or
 - (2) Materially affected either our decision to provide this Policy or the risk we assumed.

However, this condition will not serve as a reason to void this Policy after it has been in effect for one year or one Policy Period, whichever is less.

- b. This Policy is void if you or any other insured, at any time subsequent to the issuance of this Policy, commit fraud or intentionally conceal or misrepresent a material fact relating to:

- (1) This Policy; or
- (2) A claim under this Policy.

13. Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this Coverage Form to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

14. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured may waive rights of recovery prior to loss if done so in writing. The insured must do nothing after loss to impair rights of recovery. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Our rights do not apply against any person or organization insured under this or any other Policy we issue with respect to the same "common cause" which results in "injury".

15. Two Or More Policies Issued By Us

If this Policy and any other policy issued to you by us apply to the same "injury", the aggregate maximum Limit Of Insurance under all policies shall not exceed the highest applicable Limit Of Insurance under any one policy. This condition does not apply to any policy issued by us to apply as excess insurance over this Policy.

16. Liberalization

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period, the broadened coverage will immediately apply to this Policy.

17. Office Of Foreign Assets Control

Payments under this Coverage Form will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

18. Conformance To Statutes And Regulations

Terms and/or conditions of this Policy which are in conflict with the statutes or regulations of any State are hereby amended to conform to such statutes or regulations.

G. Definitions

1. Words With Special Meaning

- a. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - (1) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - (2) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an "advertisement".
- b. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- c. "Club member" means a person who is a member of an organization composed of people who voluntarily meet on a regular basis for a mutual purpose other than educational, religious, charitable, or financial pursuits.

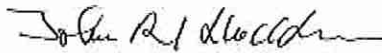
- d. "Coverage territory" means:
- (1) The United States of America (including its territories and possessions), Puerto Rico and Canada; or
 - (2) International waters or airspace, provided the "injury" does not occur in the course of travel or transportation to or from any place not included in Paragraph (1) above.
- e. "Common cause" means "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.
- f. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" or a "volunteer worker".
- g. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- h. "Injury" means all compensatory damages, including damages because of "bodily injury" and "property damage", and including damages for care, loss of society or loss of support. "Injury" does not include punitive or exemplary damages.
- i. "Leased worker" means a person leased to you by a labor leasing firm under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of the insured's business. "Leased worker" does not include a "temporary worker".
- j. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - (4) Oral or written publication, in any manner, or material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (5) Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - (6) The use of another's advertising idea in your "advertisement"; or
 - (7) Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- k. "Property damage" means:
- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; and
 - (3) All other injury to property recoverable under any statute imposing liability for damage to property, not otherwise excluded.
- l. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
- (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- m. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- n. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

- o. "Your premises" means the location specifically described in the Declarations at the time of "injury" and includes approaches immediately adjoining and adjacent to such location. "Your premises" also includes any other real property adjoining or adjacent to the location specifically described in the Declarations that is owned by, leased to you under a contract or otherwise in your control.
- p. "Your product" means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired.
 - (d) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - (2) Includes:
 - (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (b) The providing of or failure to provide warnings or instructions.
 - (3) Does not include vending machines or other property rented to or located for the use of others but not sold.

IN WITNESS WHEREOF, the ILLINOIS CASUALTY COMPANY, Rock Island, Illinois has caused these presents to be signed by its officers.

ILLINOIS CASUALTY COMPANY

ILLINOIS CASUALTY COMPANY



Secretary



President



POLICY NUMBER: LL105775 EFFECTIVE DATE FOR THIS ENDORSEMENT: **November 27, 2022**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM “CERTIFIED ACTS OF TERRORISM”

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

The following provisions are added to the Liquor Liability Coverage Form:

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is \$0.

B. Cap On Certified Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

D. As respects this endorsement, the following definition is added to Section G. Definitions:

1. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the Federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. For the purposes of this endorsement, “any injury or damage” means any injury or damage covered under this Coverage Form or any applicable endorsement, and includes but is not limited to “bodily injury”, “property damage” or “injury”, as may be defined in this Coverage Form or any applicable endorsement.

E. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, such as losses excluded by the War Exclusion.

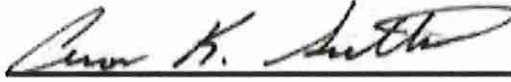
OTHER TERMS

All other terms of your policy remain the same.

Countersigned by:

ILLINOIS CASUALTY COMPANY
225 20th Street, PO Box 5018
Rock Island, IL 61204-5018

By:



Arron Sutherland

IMPORTANT – ATTACH THIS ENDORSEMENT TO YOUR POLICY



POLICY NUMBER: LL105775 EFFECTIVE DATE FOR THIS ENDORSEMENT: **November 27, 2022**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

This endorsement modifies insurance under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

SCHEDULE – PART I

Liability Terrorism Premium (Certified Acts)

SCHEDULE – PART II

Federal share of terrorism losses ===== 80 % ===

(Refer to Paragraph **B.** in this endorsement)

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

The following provisions are added to the Liquor Liability Coverage Form:

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your liability premium attributable to such coverage is \$0.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

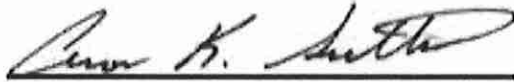
OTHER TERMS

All other terms of your policy remain the same.

Countersigned by:

ILLINOIS CASUALTY COMPANY
225 20th Street, PO Box 5018
Rock Island, IL 61204-5018

By:



Arron Sutherland

IMPORTANT – ATTACH THIS ENDORSEMENT TO YOUR POLICY



POLICY NUMBER: LL105775

EFFECTIVE DATE FOR THIS ENDORSEMENT: **November 27, 2022**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY POLICY

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

OTHER TERMS

All other terms of your policy remain the same.

Countersigned by:

ILLINOIS CASUALTY COMPANY
225 20th Street, PO Box 5018
Rock Island, IL 61204-5018

By:

A handwritten signature in cursive script, appearing to read 'Arron K. Sutherland', written over a horizontal line.

Arron Sutherland

IMPORTANT – ATTACH THIS ENDORSEMENT TO YOUR POLICY