

Response to:

Request for Proposal 2023131

## Demand Response Transportation Service



Kim Hereford, Procurement Manager

430 Myatt Drive, Nashville, TN 37115

[Kim.hereford@nashville.gov](mailto:Kim.hereford@nashville.gov) 615-862-6118



Submitted by:



## Golden Cross Logistics, LLC

Darrell Golden, President

1211 Bell Rd, Antioch, TN 37013

[goldencrosslogistics@gmail.com](mailto:goldencrosslogistics@gmail.com) 615-202-8894



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# PART 1:

## COVER PAGE AND COVER LETTER

COMPLIANT WITH: All proposals shall be accompanied by a cover letter of introduction and executive summary of the proposal that shall not exceed ten (10) consecutively numbered (1-10) pages.

The cover letter and executive summary shall:

1. Briefly introduce the proposer, including a concise summary of the administration, organization and staffing of your firm / business entity history.
2. Clearly state the responsible contact person's title and contact information.
3. Describe the proposer's qualifications for successfully providing the requested services.
4. Describe the proposer's experience in the last five (5) years in providing the requested services outlined in the scope of work.
5. Summarize the services provided for the organizations for which the proposer is submitting as references. Proposers are advised that current or previous work for Nashville MTA is not to be used as a reference. Proposers must provide the description of the services, the work the proposer performed, the name of the agency, contact name, telephone, and email address. Proposers should verify the reference's contact information before including the reference in the submission. References are to be provided on Form 11 – References – included in the Forms section of the proposal submission and Part 2.







## Cover Letter

October 23, 2023

Kim Hereford, Procurement Manager  
WeGo Public Transit (Nashville MTA)  
Main Office, 430 Myatt Drive  
Nashville, TN 37115  
[Kim.hereford@nashville.gov](mailto:Kim.hereford@nashville.gov), 615-862-6118

Dear Kim Hereford:

Thank you for the opportunity to submit a proposal and bid for this RFP 2023131 – Demand Response Transportation Service. Golden Cross Logistics, LLC (GCL) has been reliably transporting Nashville area citizens for many years. It will be an honor to do so for Nashville MTA's WeGo customers.

Established in 2015, GCL is a General Surface Transportation and Non-Emergency Medical Transportation company. We have two fleet managers and over a dozen professional, safe, and knowledgeable drivers. Our drivers are good with people, use GPS navigation and local knowledge to find locations, promptly respond to transport requests, and are personally trained by me, Darrell Golden, president of GCL. We serve metropolitan Nashville and surrounding areas.

On-demand municipal transportation is what we do. We're a smart-bus/van/car alternative to set public transport routes, ideal for individuals and small groups that need car service, elderly non-drivers, people who need ADA compliant transportation and much more. In short, our service and fleet is a perfect fit for augmenting WeGo service to our communities. Communicating with and caring for our passengers is our prime directive.

We will be 100% compliant and responsive to the needs of MTA Nashville/WeGo and your customers as a demand transport provider, and our bid is valid for 120 days from opening. We look forward to joining your contracted team.

Sincerely,

Darrell Golden, President (Authorized to Bind)  
Golden Cross Logistics, LLC



## Executive Summary

Golden Cross Logistics, LLC – currently public-facing rebranding to Golden Care Transport and [goldencaretransport.com](http://goldencaretransport.com) – has served citizens of Nashville and its surrounds for eight years, both as an independent entity and as a subcontractor for various regional firms. These include, and are offered here as:

## ➔ Experience and References

### **VERIDA**

Contact John Fink, Tennessee State Director of Operations

423-619-7783 or 866-570-9445, [jfink@verida.com](mailto:jfink@verida.com)

Ongoing: as a member of the Transportation Provider Network's:

- Coordination with transit agencies, community service boards, and other local transportation resources including volunteer driver and gas reimbursement programs
- Strict performance, quality, and safety standards
- Automated trip documentation and electronic claim submissions to Verida for quick payment
- Access to secure Transportation Provider Portal for complete claims information, claims submission, reports, trip manifests, forms, and other NEMT provider-related documentation.

### **TENNESSEE CARRIERS**

Contact Adam Moszczynski, Director

901-795-7055 ext. 2848, [amoszczynski@tenncarriers.com](mailto:amoszczynski@tenncarriers.com)

Ongoing: as an NEMT partner:

- Operating well-maintained vehicles with well-trained, professional drivers who focus on providing transportation that is safe, efficient, and timely. Meeting, maintaining, and showing compliance with all standards regarding performance, insurance, drivers, and vehicles.
- Providing the utmost in courtesy and care for the people who ride with you. Delivering sensitivity and respect towards all Riders regardless of gender, race, religion, disability, age, national origin, language, sexual orientation, or appearance.
- Fulfilling certain reporting requirements on a frequent basis. These include complaint responses, accident and incident reporting, and other regulatory reporting, submitting on time and correctly.



## EVERDRIVEN

Contact Kevin Dresel, Operations Manager

877-225-7750, [kdresel@everdriven.com](mailto:kdresel@everdriven.com)

Ongoing: Alternative Student Transportation:

- Consistency – Provide students with the same driver every day, enhancing communication with parents and increases the comfort level of the students.
- Vehicle and the driver match with the individual needs of the student, with a commitment to serving “our” students each and every day. The result: students spend more days in the classroom, providing them and their parents stability, familiarity, security and trust.



## Additional References Available from:

- TN Voices, Goodlettsville, TN
- Tennessee Mental Health Consumers’ Association (TMHCA), Nashville, TN
- Black Lemonade, Nashville, TN



## [➔ GCL Company Data](#)

DUNS Number: 07-357-8513

EIN Number: 47-2120275

Tennessee Governor's Office of Diversity Business Enterprise: 032921-03

African American Owned Domestic LLC

8(a) Small Business (and Revised TNUCP DBE certification application in progress)

Service Disable Veteran Owned

HUBZone Small Business

Economically Disadvantaged WOSB

Dun & Bradstreet Rating: 90

### **NAICS Codes**

485999 - All Other Transit and Ground Passenger Transportation

485991 - Shuttle and Special Needs Transportation

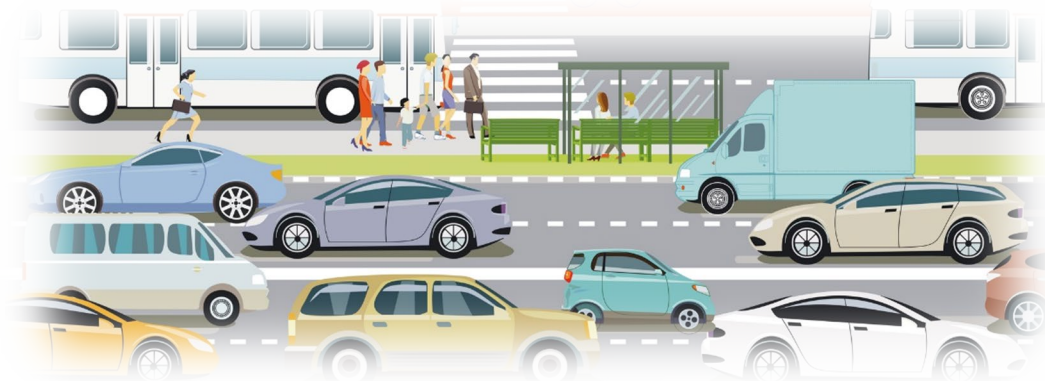
487110 - Scenic and Sightseeing Transportation, Land

NAICS 485300 - Taxi and Limousine Service

### **PSC Codes**

V222 - Passenger Motor Charter

V226 - Taxicab





## PART 2:

# UNDERSTANDING OF THE RFP

1. Provide a summary of your understanding of the requirements of this Request for Proposal. This section shall not exceed 10 pages.
2. Highlight how your proposal will meet or exceed the core requirements and expectations outlined in the Scope of Work.
3. Provide your expectations of Nashville MTA, including Support Staff and resources.
4. If applicable, a plan for how subcontractors will be managed and supervised.
5. The proposer's billing process, including a sample invoice. The sample invoice should be included as an Appendix to Part 2 and is not part of the 10-page section limit.

Golden Cross Logistics, LLC is very familiar with the services Nashville MTA and WeGo provide to the metropolitan Nashville area. While ridership has declined somewhat since the pandemic, need for surface transportation is increasing again and more important than ever for environmental sustainability, and the health and welfare of the citizens of the Nashville area.

To augment NMTA/WeGo public transportation services, the organization wishes to contract with multiple contractors to provide ADA and non-ADA, non-medical, and wheelchair-accessible vehicles (WAVs) and drivers thereof. These contractors will support WeGo Access Flex, Access on Demand, and Access Overflow Service programs. GCL intends to provide dedicated and non-dedicated service drivers as required and requested by WeGo in this RFP and in our ongoing service to the organization. All ADA compliance will be diligently adhered to, as will equivalent fares, response times, areas of service, hours of service, access to reservations, etc.

GCL has a proven fleet of vehicles and drivers. These drivers are employees of GCL, and we do not propose to utilize subcontractors. Our expectations of NMTA support are not excessive, only that we work together upfront to seamlessly dovetail our operations relationship for efficiency of ongoing service. We anticipate that most of our service to NMTA/WeGo will be reserved 24 hours in advance, but we are amenable to providing service with much less or little notice. We are prepared for reservations from both WeGo and individual customers direct-to-us.

GCL is confident that we will meet and exceed WeGo expectations for our provision of services:

- Qualifications and Experience – We have worked with special needs and non-special needs riders and booking schedules for eight years in the Nashville market.
- Project Approach / Work Methodology – We affirm the established WeGo processes and operations and will emulate them to any degree necessary to provide exemplary service under the WeGo banner.





- Trip Administration, Communications, and Reporting – Our dual-manager team has extensive experience in this industry and will provide to riders and WeGo responsiveness in operations that assure happy passengers and efficiency and transparency in business practices.
- Capacity – with a current (and growing) fleet of five passenger automobiles and four WAV vans, and over a dozen vetted drivers, we submit this proposal prepared to serve.
- Cost – Please see cost proposal form and sample invoice appendix to Part 2 in the attachment section of this response.

Our billing process will follow the standard expected by NMTA and WeGo. With our current clients, we invoice weekly, bi-monthly, or monthly per their preference. We are amenable to modeling our invoicing for this contract to WeGo/NMTA preferences.

Fundamentally, our working relationships with our current and past contracted clients are very similar to the operations of WeGo augmented programs. Assimilating our operations and services to WeGo's is a familiar process. Please also see GCL's Affirmations. For brevity and efficiency, we have chosen to affirm our 100% compliance and responsiveness to this RFP rather than repeat and affirm the same item-by-item in this section.

#### Snapshots: GCL's Current Fleet

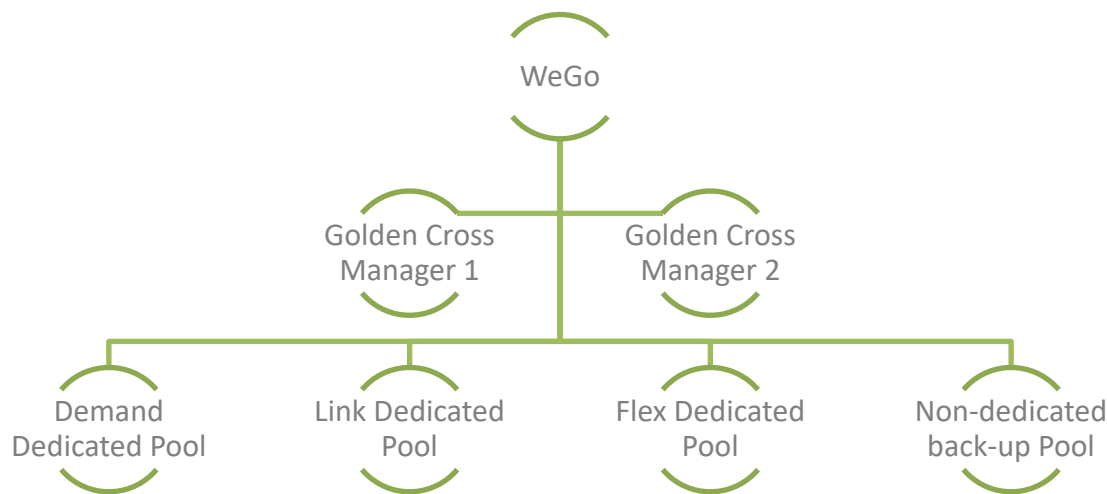




## PART 3: STAFFING, CAPACITY AND PROGRAM MANAGEMENT

This section should include a detailed discussion of the full proposal team including the relationship between subcontractors and the prime, and how the team will be integrated to ensure a cohesive transportation plan. At a minimum, this section must include:

1. A Project Team Organization Chart that identifies key individuals and positions, including staffing levels for management, dispatch, drivers/subcontractors, and other key roles. The Organization Chart should indicate which tasks everyone will be assigned.
2. Provide information regarding corporate organizational structure and decision-making authority.
3. Provide a dispatcher, supervisor, and driver training plan.
4. Provide background check policies.
5. Describe how adequate staffing will be maintained for all positions and all required times of the day.
6. Include information on available capacity for wheelchair and ambulatory trips, as well as the ability to scale resources in response to changes in demand - from an operating and capital perspective.
7. Describe any innovative approaches to the above that make your solicitation uniquely able to meet the agency's needs.



Golden Cross Logistics, LLC president Darrell Golden is responsible for making all operational decisions and binding the company contractually. He will be the primary contact for WeGo administration and direction.

Mr. Golden also instructs his **drivers** with a proprietary training program based on a thorough taxi driver curriculum. See Attachment 6: Taxi Driver Curriculum. He has included best practices instruction for ADA passengers and school/student transport. GCL hires only seasoned **dispatchers** so minimal training is required. Currently, all GCL **supervisors** have been with the



company for eight years, and they voluntarily stay abreast of best-in-class developments in the trade.

GCL uses a professional **background check** company when onboarding new-hires. The basic checklist includes:

- Identity Verification
- Criminal Background Check
- MVR Reports
- Professional License and Education Background Checks
- E-Verify

Mr. Golden is continuously vetting new drivers and maintains a **backup pool** of available-as-needed, on-call, part-time employees. As a result, GCL can always accommodate fluctuations in driver demand. These drivers are notified of anticipated upswings in demand and put on notice to be available at a moments notice.

The GCL fleet currently has five wheelchair accommodating vehicles (auto and van), and drivers well versed in onboarding, offloading, and transporting **ADA and other special needs** passengers. GCL will continue to grow its fleet and driver pool as demand increases.

As Mr. Golden works with diverse contracted clients, he pays close attention to the modifications they make to their practices to improve efficiencies, operations, quality of service and much more. He regularly incorporates their best practices into his. He well knows that WeGo practices will be integrated at GCL resulting in ever more **innovation** in these areas.





## PART 4: SERVICE MANAGEMENT, SERVICE DELIVERY, REPORTING, AND QUALITY ASSURANCE

1. Describe how customer safety will be ensured.
2. Explain processes and resources for ensuring consistent, reliable service that conforms to the expectations outlined in the Scope of Work.
3. Outline communications strategies for informing MTA customers of service delays and other issues.
4. Describe how trip information will be imported into the proposer's dispatch platform.
5. Describe how trip information, status updates, ETAs, and vehicle locations will be shared with the MTA call center, scheduling, and dispatching staff. Include the time frame that data will be shared according to your dispatching, technology, and reporting plan.
6. Include internal processes for monitoring and improving service reliability.

GCL has recently taken a page out of the Uber passenger **safety** playbook. Mr. Golden makes sure his vehicles are serviced and kept in good functional condition. He also demands the highest quality of safe driving from his drivers. One violation of his safety standard is the only violation. Above and beyond, his new website and handout will instruct passengers to:

1. Wait for your ride inside
2. Check that the vehicle and driver are what/who you expected the reservation app will have that information
3. Have the driver confirm your name, prove he or she knows who you are
4. Be a back-seat rider – if you don't feel comfortable with anything from speed to music, insist on change
5. Always wear your seat belt
6. Share your transport details with loved ones
7. Protect your personal information
8. Follow your intuition – end the ride if it isn't exactly what you expect
9. Be kind and respectful to fellow passengers and your driver
10. Give feedback about your trip to WeGo, GCL, your driver... The app provides a feedback loop

Providing support to WeGo the way this SOW demands is already standard operating procedure for GCL. We embrace and affirm all of the expectations therein and have years of experience delivering the same. We're very good. Being a WeGo will only make us better.



Currently, we call and text with any **reservation or other updates**, and we are developing a innovative improvements. We want to make sure that what we do is sufficient for WeGo, so we'll modify our practices as/if needed. RoutingBox has us on their calendar to react quickly to these potential modifications.

We use all of the features available in RoutingBox (<https://routingbox.com/>). It is designed to seamlessly integrate with our clients' existing systems and practices. Tools include but are not limited to:

- Driver location and time tracking,
- Electronic signatures and GEO stamps,
- Quick-assign auto scheduler,
- Mobile and visual dispatching,
- Route optimization and suggestion,
- SMS trip reminder,
- Audit trails,
- Trip importer,
- Comprehensive reporting, and
- Customization.

RoutingBox has communication apps for desktop, mobile, driver and passenger. It also features a booking portal that interfaces with our client portals in real time to keep call center, scheduling, and dispatching staff updated.

Our current feedback loop is one-on-one with our drivers, service technicians, and passengers. We're small enough that we mostly know all of these people personally, and well. As our ridership expands, our fleet grows, and our driver pool becomes bigger, we'll incorporate increased automation through our new website and additional app development as necessary. Our preliminary and primary commitment to WeGo is to make your customers/riders happy. The best technology for everyone relies on our ability to grow with contracts like WeGo's.







# PART 5: ACCEPTANCE OF THE PROPOSED CONTRACT TERMS AND CONDITIONS

If a proposer has exceptions to the contract terms, the Scope of Work, or any other aspects of the RFP, the proposer MUST include the exceptions in this section. Proposers are advised that Nashville MTA WILL NOT consider changes to contract terms raised after the proposals have been evaluated. Submissions that include statements that exceptions to contract terms and conditions will be provided if the proposer is selected for contract negotiation will be deemed non-responsive and will not be evaluated.

GCL has no exceptions to the contract terms, the Scope of Work, or any other aspects of the RFP.

## GCL Affirmations

GCL acknowledges and affirms in their entirety:

- ☒ 2023131 Demand Response Transportation Services RFP (FINAL)
- ☒ Exhibit A, Federal Transit Administration Clauses
- ☒ Exhibit B, State of Tennessee Clauses
- ☒ Flex Report
- ☒ RFP 2023131 ADDENDUM 1
- ☒ Addendum 2 On Demand RFP 2023131
- ☒ Addendum 3 On-Demand
- ☒ Addendum 4 Oct. 6, 2023
- ☒ Addendum 5 Oct. 11, 2023
- ☒ Required Forms 1-16



## PART 6: COST

Proposals must include a complete Form I - Cost Proposal Form(s), located in Section D. If a discount off retail pricing for items not specifically listed on Form 1 is available, please provide that information. Also, include any other pricing discounts or offers that will assist the Agency in obtaining the best possible pricing for the services provided.

### Rates and Expenses

1. Provide detailed information and pricing as requested in Form 1.
2. In this section, provide proposed direct cost expenses, itemized by type of expense and unit cost. Proposers are encouraged to offer more options in addition to what is listed in the Scope.
3. Provide discounts for non-standard services, volume discounts, or any other special price offered.

Proposers must identify in their cost proposal all direct costs they anticipate they will incur. Nashville MTA reserve the right to reject the request for payment of any direct cost item that was not submitted with the cost proposal or, expressly approved in advance of the cost being incurred.





## ➡ Ride Share Rates

Golden Cross Logistics LLC - *****Ride Share Rate*****						
Rate Card						
	Customer	WeGO Rate	WeGo Rate	WeGo Rate	Contractor's Proposal Rates	Contractor's Proposal of escorts @ No Charge)
Program	Base Fare Rate	Dedicated	Non - Dedicated	Non-Dedicated WAV-Incentive	Dedicated WAV Svc & Dedicated Non WAV Svc	Max # of escorts (No Charge)
Wego Access On Demand	\$5.00	Up to \$30.00	Up to \$30.00	\$30.00	\$24.00 upto (10 miles); \$1.75 pm over (10) miles	\$24.00 upto (10 miles); \$1.75 pm over (10) miles
WeGo Flex	\$3.70	N/A	N/A	\$30.00	\$24.00 upto (10 miles); \$1.75 pm over (10) miles	\$24.00 upto (10 miles); \$1.75 pm over (10) miles
WeGo Link	\$2.00	Up to \$8.00	Up to \$8.00	\$30.00	\$24.00 upto (10 miles); \$1.75 pm over (10) miles	\$24.00 upto (10 miles); \$1.75 pm over (10) miles
***Discounted Member	***Discounted Rate					
Veterans ( MM ID-Card Required)	15% off per trip fare					
Elderly (*65 years of age)	10% off per trip fare					
Active Military (MM ID Card Required)	10% off per trip fare					



\*\*\*\*\*SHARED RIDE SERVICE FARE\*\*\*\*\*

**D. REQUIRED FORMS**

**FORM 1 – COST PROPOSAL FORM — TOTAL COST PROPOSAL SUMMARY AND DETAILED COSTS**

**PROPOSAL FOR: 2023131 Demand Response Transportation Service**

PRICE AND CAPACITY FORM (WEGO ACCESS FLEX/ON-DEMAND, AND WEGO LINK)

NOTE: IF CONTRACTOR INTENDS TO PROVIDE **BOTH DIRECT AND SHARED RIDE SERVICE OPTIONS** WITH DIFFERENT FARE STRUCTURES FOR EACH, PLEASE FILL OUT

TWO COST PROPOSAL FORMS, ONE EACH FOR DIRECT AND SHARED SERVICE

PROPOSER INTENTIONS (check only one box)

☐

Proposer wishes to provide non-dedicated vehicle service only

☒

Proposer wishes to provide non-dedicated and/or dedicated vehicle service

REQUIRED: NON-DEDICATED VEHICLE RATE\* (USED TO CALCULATE TOTAL FARE) - check only one box and complete. For WAV trips, WeGo will pay an additional

\$30/trip incentive above and beyond what is quoted below

\*The non-dedicated vehicle rate must be equivalent to the publicly available fare for a given provider's services, if applicable. The rate paid by the customer must be equivalent for WAV and non-WAV trips. For WeGo Access on Demand and WeGo Link, the costs listed below are what the customer will pay the provider directly for the service, (less the subsidy to be reimbursed by WeGo). WeGo will reimburse 100% of the costs for WeGo Flex only.

☐

Flat per trip rate: \_\_\_\_\_ per trip \*

☐

Per direct mile rate: \_\_\_\_\_ per mile (shortest path of travel between origin and destination)

☒

Boarding fee 24.00 (covers first 10 miles of trip) plus 1.75 per direct mile thereafter (\*2 person max occupancy\*)

☐

Rate card supplied in Proposal

RFP 2023131 – ADA Paratransit Transportation Service  
MTA

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☐ Other: \_\_\_\_\_

Additional Fee(s) (Please describe):

Notes:

OPTIONAL: DEDICATED VEHICLE RATE\* - check all boxes that apply and complete. Quantity and schedule of dedicated vehicle hours to be determined by WeGo.

WeGo reserves the right not to schedule any dedicated service.

\*The customer fare for trips on dedicated vehicles must be equivalent to the publicly available fare for a given provider's services, if applicable. The rate paid by the customer must be equivalent for WAV and non-WAV trips.

☐ Rate per revenue vehicle hour\* – Wheelchair Accessible Vehicle (WAV): \_\_\_\_\_

☐ Rate per revenue vehicle hour\* – Non-WAV Vehicle: \$60.00

\* Revenue vehicle hour is defined as first pick-up to last drop-off less breaks of 30 minutes or more.

MAXIMUM DAILY CAPACITY (See Section A.15) – check all boxes that apply and complete

☒ Non-Dedicated WAV Service: Est. 200 trips (weekdays); \_\_\_\_\_ trips (Sat/Sun/Hol)

☒ Non-Dedicated Non-WAV Service: Est. 300 trips (weekdays); \_\_\_\_\_ trips (Sat/Sun/Hol)

☐ Total Non-Dedicated Service: \_\_\_\_\_ trips (weekdays); \_\_\_\_\_ trips (Sat/Sun/Hol)

☐ Dedicated WAV Service: \_\_\_\_\_ vehicles (weekdays); \_\_\_\_\_ vehicles (Sat/Sun/Hol)

☐ Dedicated Non-WAV Service: \_\_\_\_\_ vehicles (weekdays); \_\_\_\_\_ vehicles (Sat/Sun/Hol)

Limitations on Length of Dedicated Run: Minimum # of Hours 8 to Maximum # of Hours 10

For Proposers wishing to provide a combination of non-dedicated and dedicated vehicle service:



☐ No. of Extra Non-Dedicated Trips for Every Dedicated WAV Under Max # Vehicles: \_\_\_\_ Trips

☐ No. of Extra Non-Dedicated Trips for Every Dedicated Non-WAV Under Max # Vehicles: \_\_\_\_ Trips

NAME OF PROPOSING ENTITY : Golden Cross Logistics LLC

ADDRESS OF PROPOSER: 1211 Bell Rd., Antioch, TN. 37013; NOW 1846 Joy Circle, Nashville, TN. 37207

NAME OF AUTHORIZED SIGNATORY OF PROPOSER: Darrell L Golden

TITLE OF AUTHORIZED SIGNATORY: President

EMAIL: goldencrosslogistics1@gmail.com Phone: 615-202-8894

SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER: \_\_\_\_\_

DATE: 10/19/2023



## ➔ Direct Rate Quote

\*\*\*\*\*DIRECT SERVICE FARE\*\*\*\*\*

### D. REQUIRED FORMS

#### FORM 1 – COST PROPOSAL FORM – TOTAL COST PROPOSAL SUMMARY AND DETAILED COSTS

#### PROPOSAL FOR: 2023131 Demand Response Transportation Service

PRICE AND CAPACITY FORM (WEGO ACCESS FLEX/ON-DEMAND, AND WEGO LINK)

NOTE: IF CONTRACTOR INTENDS TO PROVIDE **BOTH DIRECT AND SHARED RIDE SERVICE OPTIONS** WITH DIFFERENT FARE STRUCTURES FOR EACH, PLEASE FILL OUT

TWO COST PROPOSAL FORMS, ONE EACH FOR DIRECT AND SHARED SERVICE

PROPOSER INTENTIONS (check only one box)

☐ Proposer wishes to provide non-dedicated vehicle service only

☒ Proposer wishes to provide non-dedicated and/or dedicated vehicle service

REQUIRED: NON-DEDICATED VEHICLE RATE\* (USED TO CALCULATE TOTAL FARE) - check only one box and complete. For WAV trips, WeGo will pay an additional \$30/trip incentive above and beyond what is quoted below

\*The non-dedicated vehicle rate must be equivalent to the publicly available fare for a given provider's services, if applicable. The rate paid by the customer must be equivalent for WAV and non-WAV trips. For WeGo Access on Demand and WeGo Link, the costs listed below are what the customer will pay the provider directly for the service, (less the subsidy to be reimbursed by WeGo). WeGo will reimburse 100% of the costs for WeGo Flex only.

☐ Flat per trip rate: \_\_\_\_\_ per trip \*

☐ Per direct mile rate: \_\_\_\_\_ per mile (shortest path of travel between origin and destination)

☒ Boarding fee 28.00 (covers first 10 miles of trip) plus 1.75 per direct mile thereafter (\*2 person max occupancy\*)

☐ Rate card supplied in Proposal

RFP 2023131 – ADA Paratransit Transportation Service  
MTA

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☐ Other: \_\_\_\_\_

Additional Fee(s) (Please describe):

Notes:

OPTIONAL: DEDICATED VEHICLE RATE\* - check all boxes that apply and complete. Quantity and schedule of dedicated vehicle hours to be determined by WeGo.

WeGo reserves the right not to schedule any dedicated service.

\*The customer fare for trips on dedicated vehicles must be equivalent to the publicly available fare for a given provider's services, if applicable. The rate paid by the customer must be equivalent for WAV and non-WAV trips.

☒ Rate per revenue vehicle hour\* - Wheelchair Accessible Vehicle (WAV): 75.00 RVH

☐ Rate per revenue vehicle hour\* - Non-WAV Vehicle: \_\_\_\_\_

\* Revenue vehicle hour is defined as first pick-up to last drop-off less breaks of 30 minutes or more.

MAXIMUM DAILY CAPACITY (See Section A.15) - check all boxes that apply and complete

☒ Non-Dedicated WAV Service: Est. 150 trips (weekdays); \_\_\_\_\_ trips (Sat/Sun/Hol)

☒ Non-Dedicated Non-WAV Service: Est. 200 trips (weekdays); \_\_\_\_\_ trips (Sat/Sun/Hol)

☐ Total Non-Dedicated Service: \_\_\_\_\_ trips (weekdays); \_\_\_\_\_ trips (Sat/Sun/Hol)

☐ Dedicated WAV Service: \_\_\_\_\_ vehicles (weekdays); \_\_\_\_\_ vehicles (Sat/Sun/Hol)

☐ Dedicated Non-WAV Service: \_\_\_\_\_ vehicles (weekdays); \_\_\_\_\_ vehicles (Sat/Sun/Hol)

Limitations on Length of Dedicated Run: Minimum # of Hours 8 to Maximum # of Hours 10

For Proposers wishing to provide a combination of non-dedicated and dedicated vehicle service:



☐ No. of Extra Non-Dedicated Trips for Every Dedicated WAV Under Max # Vehicles: \_\_\_\_\_ Trips

☐ No. of Extra Non-Dedicated Trips for Every Dedicated Non-WAV Under Max # Vehicles: \_\_\_\_\_ Trips

NAME OF PROPOSING ENTITY : \_\_\_\_\_ Golden Cross Logistics LLC

ADDRESS OF PROPOSER: \_\_\_\_\_ 1211 Bell Rd., Antioch, TN. 37013; NOW 1846 Joy Circle, Nashville, TN.37207

NAME OF AUTHORIZED SIGNATORY OF PROPOSER: \_\_\_\_\_ Darrell L Golden

TITLE OF AUTHORIZED SIGNATORY: \_\_\_\_\_ President

EMAIL: \_\_\_\_\_goldencrosslogistics1@gmail.com Phone: \_\_\_\_\_ 615-202-8894

SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_ 10/19/2023





## ➡ Direct Rate Quote

### **Section 218 MINIMUM STANDARDS**

Minimum standards for certificates and permits that will be considered by the Commission when reviewing applications for additional permits are as follows:

- A. Volume of complaints per annum
- B. Having a defined complaint resolution process
- C. Having dispatcher training and an accreditation program
- D. Having a vehicle self-inspection program
- E. Capital investment per annum (for vehicles, dispatch/communications and office management tools)
- F. Driver training programs
- G. Driver probationary periods
- H. Driver rewards programs
- I. Underserved areas service programs and special passenger accommodations (disabled, senior citizens).

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### **Section 219 TAXICAB FARES**

#### **Meter Fares**

- Meter pull \$5.00
- Miles- \$.25 per .1 mile or \$2.50 per mile
- Time - \$.35 per min or \$21.00 per hour
- \$2.00 per extra passenger

**Flat Rates**

- Airport to/from downtown - \$30.00
- Downtown to/from Opryland - \$30.00
- Opryland to/from Airport - \$30.00
- Airport to/from West End - \$35.00
- West End to/from Opryland - \$35.00
- \$2.00 per extra passenger

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**Section 220 DISPLAY OF DRIVER PERMITS**

Taxicab driver permits shall be displayed in full view of the passenger(s).

**Section 221 PASSENGER ASSISTANCE**

A taxicab driver is required to assist passengers with getting in and out of the taxicab, if requested or needed. The driver must also be able and willing to assist with a reasonable amount of passenger belongings. If a taxicab driver is unable to perform these duties, the driver must provide a physician's statement to that effect to the Commission.

**Section 222 TAXICAB DRIVER'S BILL OF RIGHTS**

The Commission adopts a "Bill of Rights for the Driver of Taxicabs" which falls within the authority of the Commission. The Bills of Rights will be provided by the Commission and shall be displayed in full view of the passenger(s) at all times. This information will be posted in each taxicab and will be available to passengers upon request:

Taxicab drivers have the right to:

- A. Refuse or discharge any passenger for disorderly or verbally abusive behavior.
- B. Refuse any passenger who is involved in any illegal activity.
- C. Discharge any passenger who becomes dangerous and causes harm to others.
- D. Refuse a fare which could lead the driver into a dangerous situation.
- E. Disallow any smoking or drinking in the taxicab.
- F. Collect the exact fee as determined from the taximeter or flat-rate fee plan.



## PART 7: FTA REQUIRED FORMS

The Agency requires proposers to complete and submit with the RFP all forms indicated in the Forms section. If a form is not applicable to the proposal or the proposing organization, please indicate not applicable and SUBMIT.

- ☒ Cost Form 1 (Included in PART 6: COST)
- ☒ Acknowledgement of Addenda Form 2
- ☒ Affidavit and Information Required for Proposers Form 3
- ☒ Proposers Certification of Eligibility Form 4
- ☒ Compliance with Specifications Form 5
- ☒ Disadvantaged Business Enterprise Forms 6A-6D
- ☒ Certificate of Authority Form 7
- ☒ Certification of Restrictions on Lobbying Form 8
- ☒ Certification of Debarment, Suspension Primary Form 9
- ☒ Certification of Debarment, Suspension Lower-Tier Form 10
- ☒ References Form 11
- ☒ Affidavits Form 12
- ☒ Notice to Contractor Form 13
- ☒ Buy America Forms 14 and 15 N/A (Intentionally Omitted by WeGo)
- ☒ Subcontractor Information 16



## ➔ Cost Form 1

See PART 6

## ➔ Acknowledgement of Addenda Form 2

### FORM 2

#### ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Proposal documents: (If none received, write none)

ADDENDUM NUMBER: 1 DATED: September 22, 2023

ADDENDUM NUMBER: 2 DATED: September 28, 2023

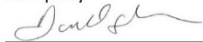
ADDENDUM NUMBER: 3 DATED: October 2, 2023

ADDENDUM NUMBER: \_\_\_\_\_ DATED: \_\_\_\_\_

**NOTE:** Failure to acknowledge receipt of all addenda may cause the proposal submission to be considered non-responsive to the RFP. Acknowledged receipt of each addendum must be clearly established and included with the proposal submission.

Golden Cross Logistics, LLC

Company



10/11/23

Authorized Signature /Date

Darrell Golden

Name Printed

President

Title



## ➔ Affidavit and Information Required for Proposers Form 3

### FORM 3

#### AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

I hereby swear, or affirm, under the penalty for perjury:

(1) That I am the Contractor (if the Contractor is an individual), a partner in the Proposal (if the Contractor is a partnership), or an officer or employee of the proposing corporation with the authority to sign on its behalf (if Contractor is a corporation).

(2) That the attached Proposal or Proposals or any subsequently submitted best and final offer have been arrived at by the Contractor independently and have been submitted without collusion with, and without any agreement, understanding, or planned course of action with, and other vendor of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent proposing or competition.

(3) That the contents of the Proposal or Proposals have not been communicated by the Contractor, or its employees, or agents, to any person not an employee, or agent of the Contractor or its surety on any bond furnished with the Proposal or Proposals; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Golden Cross Logistics, LLC

Company

*[Signature]* 10-7-23

Authorized Signature / Date

Darrell Golden

Name Printed

President

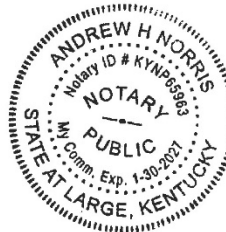
Title

Subscribed and sworn to before me the 7 day of Oct, 2023

*[Signature]*

Notary Public

My commission expires: 01/30/2027





## ➔ Proposers Certification of Eligibility Form 4

### FORM 4

#### CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The Golden Cross Logistics, LLC (Name of Contractor) hereby certifies that (Check appropriate box) ☐ is or ☒ is not included on the United States Comptroller General's "Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporation Labor Standards Provision"

Golden Cross Logistics, LLC  
Company

*Darrell Golden* 10-7-23  
Authorized Signature /Date

Darrell Golden  
Name Printed

President  
Title

07-357-8513  
SAM Number DUNS Number

NOTE: The System for Award Management (SAM) is an official website of the U.S. government.

There is no cost to use SAM. You can use this site for FREE to:

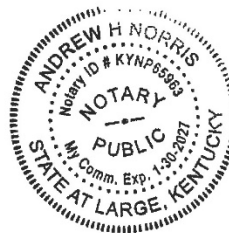
- Register to do business with the U.S. government
- Update or renew your entity registration
- Check status of an entity registration
- Search for entity registration and exclusion records

<https://www.sam.gov>

Subscribed and sworn to before me the 7 day of Oct, 2023

*Andrew H. Norris*  
Notary Public

My commission expires: 01/30/2027







## ➔ Compliance with Specifications Form 5

**FORM 5****COMPLIANCE WITH SPECIFICATIONS**

In submitting a Proposal the Contractor is sufficiently informed in all matters affecting the RFP, and that the Contractor has checked the Proposal for errors and omissions and hereby states that they will comply with the specifications in all areas including approved equals and addenda that were granted by the Agency.

Golden Cross Logistics, LLC

Company

*Darrell Golden* 10-7-23

Authorized Signature /Date

Darrell Golden

Name Printed

President

Title

Subscribed and sworn to before me this 7 day of Oct, 2023

*Andrew H. Norris*

Notary Public

My commission expires 01/30/2027





## ➔ Disadvantaged Business Enterprise Forms 6A-6D

### FORM 6 – A

#### DISADVANTAGED BUSINESS ENTERPRISE LETTER OF INTENT

Submit one form for each DBE Subcontractor and/or supplier. If the DBE is a 2<sup>nd</sup>, 3<sup>rd</sup>, or lower-tier subcontractor, this form must also be signed by the Subcontractor that is utilizing the DBE.

#### PROPOSER:

Name of Firm: Golden Cross Logistics, LLC

Address: 1846 Joy Circle

City: Nashville State: TN Zip: 37207

Telephone: (615) 202-8894

#### DBE:

Name of Firm: n/a - no subcontractors will be utilized

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

#### **Description of work to be performed by DBE:**

Demand transport

The Proposer is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ unknown, but most employees are DBE, which is \_\_\_% the proposed contract value.

#### AFFIRMATION

The above-named DBE affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_

Signature of DBE Subcontractor and Title	Date	Name
--	------	------

By: \_\_\_\_\_

Signature of Subcontractor (if utilizing the DBE) and Title	Date	Name
---	------	------

By: <u></u>	<u>10/11/23</u>	<u>Darrell Golden, President</u>
--	-----------------	----------------------------------

Signature of Proposer and Title	Date	Name
---------------------------------	------	------



## FORM 6 – B

**DBE GOALS – COMMITMENT TO DBE (DBE PARTICIPATION FORM)**

**Acknowledgement:** Solicitation Number: 2023131 has a minimum DBE participation goal of 0 %.

The undersigned has satisfied the requirements of the of the bid/proposal's DBE goal in the following manner (please complete the appropriate spaces):

1. ☒ **Self-Performance:** The proposer, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal through self-performance.
2. ☒ **Self-Performance & Percentage Participation:** The proposer, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal, with a minimum of 14 % self-performance and a minimum of n/a % DBE subcontracting participation on this contract. NO SUBCONTRACTORS
3. ☐ **Percentage Participation:** The proposer is committed to **meeting or exceeding** the DBE goal, with a minimum of n/a % DBE subcontracting participation on this contract.
4. ☐ The proposer is **unable to meet the required minimum DBE goal** and is **committed to** n/a % DBE utilization on this contract and **submits documentation demonstrating good faith efforts.**
5. ☐ The proposer is **unable to meet the required minimum DBE goal** and **submits documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. The Proposer should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made (See Form 6-C).**

It is the present intent of the Proposer to utilize the specific DBE firms identified on Form 6 – D: DBE Utilization Plan in the execution of this contract. If for any reason, one or more of the DBE identified are unable or unwilling to participate, the Proposer will make good faith efforts to replace the DBE with a similar DBE.

**Note:** The Business Diversity Office will only credit DBE participation that is performed by a TNUCP certified entity at the time of submission.

**Firm/Company Name:** Golden Cross Logistics, LLC

**Printed Name:** Darrell Golden **Title:** President

**Signature:**  **Date:** 10/11/23



## FORM 6 – C

NASHVILLE METROPOLITAN TRANSIT AUTHORITY  
GOOD FAITH EFFORT DOCUMENTATION FORM

CONTRACT NAME: Request for Proposal 2023131 Demand Response Transportation Service

NAME OF CONTRACTOR: Golden Cross Logistics, LLC

\*If Contractor is unable to meet the required DBE goal, the Contractor should include all necessary information to provide a full and complete narrative with proposal detailing reasons for Contractor's inability to meet DBE goal. Contractor's must provide the requested information below:

Please use as many sheets as necessary to document your efforts.

DBE Firm Name & Address	Contact Person & Phone Number	NAICS Code: Services or Materials	Reason Rejected
n/a			

Contractor's Authorized Signatory

10/11/23  
Date





## ➔ Certificate of Authority Form 7

**FORM 7****CERTIFICATE OF AUTHORITY**

I hereby declare and affirm that I am:

☒ **CONTRACTOR IS A CORPORATION/Limited Liability Company/LLC**

☐ **CONTRACTOR IS A PARTNERSHIP**

☐ **CONTRACTOR IS AN INDIVIDUAL**

☐ **CONTRACTOR IS A JOINT VENTURE**

I, the undersigned, as certified authority of the organization submitting the foregoing Proposal, hereby certify that under and pursuant to the By-Laws and Resolutions of said organization, each officers who has signed Proposals on behalf of the corporation, including the foregoing assurance of irrevocability, is fully and completely authorized so to do.

Golden Cross Logistics

Company

*[Signature]* 10-7-23  
Authorized Signature /Date

Darrell Golden

Name Printed

President

Title

Subscribed and sworn to before me the 7 day of Oct, 2023

*[Signature]*  
Notary Public

My commission expires: 01/30/2027







## ➔ Certification of Restrictions on Lobbying Form 8

### FORM 8

#### CERTIFICATION OF RESTRICTIONS ON LOBBYING

I Darrell Golden hereby certify on behalf of Golden Cross Logistics, LLC  
(Name of Official) (Name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Golden Cross Logistics, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Golden Cross Logistics, LLC  
Company  
 10/11/23  
Authorized Signature /Date  
Darrell Golden  
Name Printed  
President  
Title



## ➔ Certification of Debarment, Suspension Primary Form 9

### FORM 9

#### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

The prospective contractor certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency as defined at 49 CFR 29.940 and 29.945.

The contractor must comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its Proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Golden Cross Logistics, LLC  
Company  
  
\_\_\_\_\_  
Authorized Signature /Date  
\_\_\_\_\_  
Darrell Golden  
Name Printed  
\_\_\_\_\_  
President  
Title



## ➔ Certification of Debarment, Suspension Lower-Tier Form 10

### FORM 10

#### CERTIFICATION OF LOWER-TIER PARTICIPANTS

#### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The prospective lower tier participant contractor certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency as defined at 49 CFR 29.940 and 29.945.

By signing and submitting its Proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Golden Cross Logistics, LLC  
Company   
\_\_\_\_\_  
Authorized Signature /Date  
\_\_\_\_\_  
Darrell Golden  
Name Printed  
\_\_\_\_\_  
President  
Title



## ➔ References Form 11


**FORM 11** See complete details of resumes in PART 1

### CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

**Proposers are advised that current or previous work for Nashville MTA, DTO or RTA is not to be used as a reference.** Proposers must provide the name of the project, the work the proposer performed, the name of the client, contact name, telephone, and email address. Proposers should verify the reference's contact information before including the reference in the submission.

Subcontractors that will be performing key elements of the scope should submit separate references that reflect the work the subcontractor will be performing on this project.

1. Verida, contact John at 423-619-7783  
4751 Best Rd, Ste 300, Atlanta, GA 30337  
\_\_\_\_\_  
\_\_\_\_\_
2. Tenn Carrier, contact Adam at 901-795-7055 ext 2848  
3180 Millington Rd, Memphis, TN 38127  
\_\_\_\_\_  
\_\_\_\_\_
3. Ever Driven, contact Kevin at 877-225-7750  
5680 Greenwood Plaza, Ste 5305, Greenwood Village, CO 80111  
\_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Golden Cross Logistics  
Company Name   
\_\_\_\_\_  
Authorized Signature /Date  
Darrell Golden  
Name Printed  
President  
Title



## ➔ Affidavits Form 12

### FORM 12

#### AFFIDAVITS

State of Tennessee County of Davidson County

As used herein, "Contractor" will include Proposers.

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the President (Title) of Golden Cross Logistics, LLC (Contractor), and that Contractor is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Contractor has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes.

**Contingent Fees:** In accordance with the Metropolitan Government's 1992 Procurement Code, and the Agency Purchasing Policy and FTA rules it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a the Agency contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agency for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Contractor has not retained anyone in violation of the foregoing.

**Non-Discrimination:** After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Contractor is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Agency, FTA and the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Agency, Contractor certifies and warrants it will comply with this policy.

Golden Cross Logistics, LLC

Company

Darrell Golden 10-7-23  
Authorized Signature /Date

Darrell Golden

Name Printed

President

Title

Sworn to and subscribed before me on this 7 day of Oct, 2023

Andrew H. Norris  
Notary Public

My commission expires: 01/30/2027





## ➔ Notice to Contractor Form 13

**FORM 13****NOTICE TO CONTRACTOR**

The Contractor hereby agrees that the Chief Executive Officer and or the Board of Directors have the right to reject any or all Proposals and to waive informality in any Proposal and the Contractor shall not dispute the correctness of the quantities used in computing the best, responsive proposal.

Golden Cross Logistics, LLC

Company

 10/11/23

Authorized Signature /Date

Darrell Golden

Name Printed

President

Title



## Notice to Contractor Form 16

**FORM 16**

Nashville Metropolitan Transit Authority / Davidson Transit Organization

### Subcontractor Information

<b>Proposer Name</b>	Golden Cross Logistics, LLC		<b>Address</b>	1846 Joy Circle, Nashville, TN 37207
<b>Contact</b>	Darrell Golden	<b>Email</b>	goldencrosslogistics@gmail.com <b>Phone</b> (615) 202-889	

Please list all subcontractors performing work on the above contract. Use additional sheets, if necessary.

[illegible]

**Prime Contractor Signature**

10/11/23

Date \_\_\_\_\_

*This form must be updated and submitted to the Project Manager and DBE Compliance Officer when a subcontractor is added to the project.*

RFP 2023131 – Demand Response Transportation  
Nashville MTA

Page 67 of 103



## PART 8: ATTACHMENTS

Attachment 1: GLC Business License

Attachment 2: Diversity Business Enterprise Certificate

Attachment 3: Certificate of Insurance General Liability

Attachment 4: Worker's Compensation Certificate of Insurance

Attachment 5: Commercial Auto Certificate of Insurance

Attachment 6: Taxi Driver Curriculum (Available on Request)

Davidson County Clerk's Office  
700 Second Avenue South, Suite 101  
P.O. Box 196333  
Nashville, Tennessee 37219-6333  
615-862-6254



**GOLDEN CROSS LOGISTICS LLC**  
PO BOX 1993  
MADISON, TN 37116

**NASHVILLE AND DAVIDSON COUNTY BUSINESS  
TAX LICENSE**

BUSINESS NUMBER	184064
RECEIPT NUMBER	0990067
THIS LICENSE EXPIRES	05/15/2024

OWNER(S)/OFFICER(S)
DARRELL GOLDEN

BUSINESS LOCATION ADDRESS
GOLDEN CROSS LOGISTICS LLC
523 HERON POINTE
NASHVILLE, TN 37214

**MUST DISPLAY IN A CONSPICUOUS PLACE**

Contact Metro Codes to verify this location is properly zoned.

BUSINESS NUMBER	184064
RECEIPT NUMBER	0990067
CLASSIFICATION	3

**TAX PERIOD**

FROM	01/01/2022
TO	12/31/2022

THIS LICENSE EXPIRES 05/15/2024  
ISSUE DATE 05/16/2023

*Brenda Wynn*

BRENDA WYNN, COUNTY CLERK  
T. L. DANDRIDGE  
DEPUTY CLERK



Certification Number: 032921-03  
Industry: Transportation

*The Governor's Office of Diversity Business Enterprise  
for the State of Tennessee, having determined that*

**Golden Cross Logistics**

*has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12,  
Chapter 5, Part 8, and the policies adopted thereunder, hereby grants the designation of*

**Minority Owned Business**

*and is recognized as such until the expiration of registration and certification on*

**March 29, 2024**

A handwritten signature in black ink, appearing to read "Justin M. Starling". Below the signature is a solid horizontal line.

## COMMON POLICY DECLARATIONS

ATTACHMENT 3

NEW

Renewal of Number

Underwritten by: SCOTTSDALE INSURANCE COMPANY

Home Office:

One Nationwide Plaza ▪ Columbus, Ohio 43215

Administrative Office:

18700 North Hayden Road ▪ Scottsdale, Arizona 85255

1-800-423-7675 ▪ A Stock Company

Policy Number

**CPS4031723****ITEM 1. NAMED INSURED AND MAILING ADDRESS**

GOLDEN CROSS LOGISTICS, LLC.

PO BOX 1993

MADISON, TN 37116

**AGENT NAME AND ADDRESS**

TAPCO UNDERWRITERS, INC.

A DIVISION OF CRC INSURANCE SERVICES, INC.

PO BOX 286

BURLINGTON, NC 27216

COOK INSURANCE GROUP LLC

4616 HIXSON PIKE

HIXSON, TN 37343

**If property coverage is afforded  
by this policy, the POLICY IS A  
CO-INSURANCE CONTRACT.**Agent No. 32001 Program No.: MH**ITEM 2. POLICY PERIOD** From: 01/05/2023 To: 01/05/2024 Term: 365 DAYS**12:01 A.M., Standard Time at the mailing address shown in ITEM 1.**BUSINESS DESCRIPTION TRANSPORTATION COMPANY

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. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

**Coverage Part(s)****Premium Summary**

Commercial General Liability Coverage Part

\$ 1,982.00

Commercial Property Coverage Part

\$ NOT COVERED

Commercial Crime And Fidelity Coverage Part

\$ NOT COVERED

Commercial Inland Marine Coverage Part

\$ NOT COVERED

Commercial Auto Coverage Part

\$ NOT COVERED

Liquor Liability Coverage Part

\$ NOT COVERED

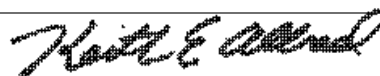
Professional Liability Coverage Part

\$ NOT COVERED**Total Policy Premium:** \$ 1,982.00

**This insurance contract is with an insurer not licensed to transact insurance in the state and is issued and delivered as a surplus line coverage pursuant to the Tennessee Insurance statutes.**

POLICY FEE \$ 140.00INSPECTION FEE \$ STATE TAX \$ 106.10STAMPING FEE \$ 3.71\$ \$ \$ **Policy Total:** \$ 2,231.81

Form(s) and Endorsement(s) made a part of this policy at time of issue:

**See Schedule of Forms and Endorsements**Countersigned: BURLINGTON, NC 01/23/2023 KJT

(Date)

By 

(Authorized Representative)

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

OPS-D-1-0117 (1-21)

ORIGINAL



dece0121.fap



## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS4031723 Effective Date: 01/05/2023  
12:01 A.M., Standard Time  
Named Insured GOLDEN CROSS LOGISTICS, LLC. Agent No. 32001

OPS-D-1-0117 (01-21)	COMMON POLICY DECLARATIONS
UTS-SP-2 (12-95)	FORMS & ENDORSEMENT SCHEDULE
UTS-COVPG (03-21)	COVER PAGE
NOTX0105CW (02-19)	PRIVACY STATEMENT
NOTX0135CW (06-09)	FLOOD DAMAGE NOTICE
NOTX0178CW (03/16)	CLAIM REPORTING INFO
NOTX0423CW (12/20)	NOTICE OF TERRORISM INSURANCE
UTS-SP-3 8-96	LOCATIONS SCHEDULE
UTS-9g (6-22)	SERVICE OF SUIT
UTS-365s (02-09)	AMENDMENT OF NONPAYMENT CANC CON
UTS-496 (06-19)	MINIMUM EARNED CANCELLATION PREMIUM
IL0017(11-98)	COMMON POL COND
CLS-SD-1L (8-01)	COMM LIAB DEC
CLS-SP-1L 10-93	GL EXT SUPPLEMENTAL DEC
CLS-SP-1L - 10-93	EXT GL SUPPLEMENTAL DEC
IL0021(09-08)	NUCLEAR ENERGY EXCL (NE)
CG 00 01 (04-13)	LIABILITY COVERAGE PART
CG2010(12-19)	A.I.-OWNERS/LESSEES/CONTRACTOR
CG2106(05-14)	EXCL-ACCESS OF CONF OR PERS INFO
CG2116(04-13)	EXCL DES PROF SER
CG2147(12-07)	EMP REL PRACTICES EX
CG2149(09-99)	TOT POLL EXCL END
CG2167(12-04)	FUNGI / BACTERIA EXCLUSION
CG2173[01-15]	EXCLUSION OF CERT ACTS OF TERROR
CG2404(12-19)	WAIVER OF TRANSFER OF RIGHTS
CG2426 (04-13)	AMEND OF INSURED CONTRACT DEFINI
CG4012(12-19)	EXCL-ALL HAZARDS / ELECTRONIC SMOKING DEVICE
CG4015(12-20)	CANNABIS EXCLUSION WITH HEMP EXCEPTION
GLS-47s(10-07)	MIN AND ADVANCE PREM EN
GLS-74s(09-05)	AMENDMENT OF CONDITIONS
GLS-106s(12-13)	TOTAL LIQUOR EXCL
GLS-152s(08-16)	AMENDMENT TO OTHER INSURANCE CONDITIONS
GLS-280s(12-05)	EXCL-BODILY INJURY TO PASSENGERS
GLS-283s(06-06)	EXCLUSION OF SUBCONTRACTED AUTOS
GLS-289s(11-07)	KNOWN INJURY OR DMG EXCL-PER/ADV
GLS-328s(11-20)	INJURY TO EMPLOYEE AND WORKER EXCLUSION
GLS-341s(08-12)	HYDRAULIC FRACTURING EXCLUSION
GLS-457s(10-14)	EXCL-AIRCRAFT
GLS-537(02-19)	CONTROLLED SUBSTANCE EXCLUSION
GLS-570(07-21)	CONTRACTORS SPECIAL CONDITIONS
GLS-621(06-22)	SEXUALLY ABUSIVE ACTS-LIMITED LIABILITY COVERAGE
UTS-74g(08-95)	PUNITIVE OR EXEMPLARY
UTS-266g (5-98)	ASBESTOS EXCLUSION
UTS-267g (5-98)	LEAD CONTAMINATION
UTS-428g (11-12)	PREMIUM AUDIT ENDORSEMENT

## ADDITIONAL FORMS





Underwritten by: Scottsdale Insurance Company  
Home Office: One Nationwide Plaza • Columbus, Ohio 43215  
Administrative Office: 18700 North Hayden Road • Scottsdale, Arizona 85255  
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

A handwritten signature in cursive script, appearing to read 'Denise Style'.

Secretary

A handwritten signature in cursive script, appearing to read 'C. M. ...'.

President

The information contained herein replaces any similar information contained elsewhere in the policy.

**Scottsdale Insurance Company  
National Casualty Company  
Scottsdale Indemnity Company  
Scottsdale Surplus Lines Insurance Company**

**PRIVACY STATEMENT**

Thank you for choosing the Scottsdale group of insurance companies.

Our privacy statement explains how we collect, use, share, and protect your personal information. So just how do we protect your privacy? Simply, we respect your right to privacy and promise to treat your personal information responsibly. It's as simple as that. Here's how.

**Confidentiality and security**

We follow all data security laws. We protect your information by using physical, technical, and procedural safeguards. We limit access to your information to those who need it to do their jobs. Our business partners are also legally bound to use your information for our purposes only. They may not share it or use it in any other way.

**Collecting and using your personal information**

We collect personal information about you when you ask about or buy one of our products or services. The information comes from your application and from your business transactions with us. Please know that we only use that information to sell, service, or market products to you.

We may share the following types of information:•

- Name, address, Social Security number
- Driver's license number
- Assets and income
- Financial information
- Account and policy information
- Credit reports
- Family member and beneficiary information

**Sharing your information for business purposes**

When you buy a product, we share your personal information for everyday business purposes with our sister companies and business partners. Some examples include mailing your statements or processing transactions that you request. You cannot opt out of these. We also share your personal information with your agent or producer. They use your personal information to manage your policy or account. We may also share your personal information where federal and state law requires.

**Sharing your information for marketing purposes**

We don't sell your information for marketing purposes. We have chosen not to share your personal information to anyone except to service your product. So, there's no reason for you to opt out. If we change our policy, we'll tell you and give you the opportunity to opt out before we share your information.

### **Using your medical information**

We sometimes collect medical information. We may use this medical information for a product or service you're interested in, to pay a claim, or to provide a service. We may share this medical information for these business purposes if required or permitted by law. But, we won't use it for marketing purposes unless you give us permission.

### **Accessing your information**

You can ask us for a copy of your personal information. Please send a letter to the address below and have your signature notarized. This is for your protection so we may prove your identity. We don't charge a fee for giving you a copy of your information now, but we may charge a small fee in the future.

You can call your Agent to change your personal information. But, we can't update information that other companies, like credit agencies, provide to us. So, you'll need to contact these other companies to change and correct your information.

Send your privacy inquiries to the address below. Please include your name, address, and policy number.

The Office of Customer Advocacy  
1000 Yard Street GH-2D-OCA1 Building H  
Grandview Heights, OH 43212

### **A parting word...**

These are our privacy practices. They apply to all current and former clients of the Scottsdale group of companies.

**We look forward to building a lifetime relationship with you.**

Scottsdale Insurance Company  
National Casualty Company  
Scottsdale Indemnity Company  
Scottsdale Surplus Lines Insurance Company



SCOTTSDALE INSURANCE COMPANY®

**National Casualty Company**

Scottsdale Indemnity Company

**FLOOD DAMAGE NOTICE**

This policy does not cover damage to your property caused by flooding.

The federal government offers flood insurance through the National Flood Insurance Program (NFIP) to residents of communities that participate in its program. The NFIP provides coverage for residential and non-residential buildings and their contents.

For additional information concerning this important coverage, please contact your agent or you can learn more about the National Flood Insurance Program at [www.floodsmart.gov](http://www.floodsmart.gov) or by calling 888-379-9531.



**Scottsdale Insurance Company  
National Casualty Company  
Scottsdale Indemnity Company  
Scottsdale Surplus Lines Insurance Company**

**CLAIM REPORTING INFORMATION**

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at [www.nationwideexcessandsurplus.com](http://www.nationwideexcessandsurplus.com).

Thank you for your business and as always, we appreciate the opportunity to serve you.

**HOW TO REPORT A CLAIM**

Call **1-800-423-7675** or visit our website at [www.nationwideexcessandsurplus.com](http://www.nationwideexcessandsurplus.com).

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/ accident
- Details of the loss/ accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

**Please refer to your policy for specific claim reporting requirements.**

**Freedom Specialty Insurance Company  
National Casualty Company  
Scottsdale Indemnity Company  
Scottsdale Insurance Company  
Scottsdale Surplus Lines Insurance Company**

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

**TERRORISM RISK INSURANCE ACT**

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2019 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been 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.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear, chemical, biological or radioactive events. Under the formula, the United States Government agrees to reimburse eighty percent (80%) of covered terrorism losses that exceed the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**CONDITIONAL TERRORISM COVERAGE**

The federal Terrorism Risk Insurance Program Reauthorization Act of 2019 is scheduled to terminate at the end of December 31, 2027, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2027, any terrorism coverage as defined by the Act provided in the policy will also terminate.

**IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:**

**The Note below applies for risks in these states:** California, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin.

**NOTE:** In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

**If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy. Please select one of the checkboxes below.**

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of \$_____. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2019 may terminate on December 31, 2027. Should that occur my coverage for terrorism, as defined by the Act, will also terminate.
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

_____	<u>GOLDEN CROSS LOGISTICS, LLC.</u>
Policyholder/ Applicant's Signature	Named Insured/ Business Name
_____	<u>CPS4031723</u>
Print Name	Policy Number, if available
_____	
Date	





SCOTTSDALE INSURANCE COMPANY®

**SCHEDULE OF LOCATIONS**

Policy No. CPS4031723

Effective Date 01/05/2023

12:01 A.M. Standard Time

Named Insured GOLDEN CROSS LOGISTICS, LLC

Agent No. 32001

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
01	01	523 HERON POINTE DRIVE NASHVILLE, TN 37214	TRANSPORTATION COMPANY

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS4031723	01/05/2023	GOLDEN CROSS LOGISTICS, LLC.	32001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the court. In a suit instituted against it under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the Company's right to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefor, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:  
 \_\_\_\_\_  
 COMMISSIONER OF INSURANCE, DAVY CROCKETT TOWER

\_\_\_\_\_  
 12TH FLOOR, 500 JAMES ROBERTSON PKWY, NASHVILLE, TN 37243-0565  
 \_\_\_\_\_

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

\_\_\_\_\_  
 CORPORATION SERVICE COMPANY

\_\_\_\_\_  
 2908 POSTON AVENUE, NASHVILLE, TN 37203  
 \_\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
 DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS4031723	01/05/2023	GOLDEN CROSS LOGISTICS, LLC.	32001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

Wherever a Cancellation Condition for nonpayment of premium is found in the policy, the following is added:

If the insured failed to pay premium charged on a prior policy we issued and payment was due during the current renewal policy term, we may cancel this policy by mailing or delivering to the first Named Insured and mortgagee, if any, written notice of cancellation at least ten (10) days before the effective date of cancellation.

/

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS4031723	01/05/2023	GOLDEN CROSS LOGISTICS, LLC.	32001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM EARNED CANCELLATION PREMIUM**

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than \_\_\_\_\_ 25 % \_\_\_\_\_ of the premium.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
DATE

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

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

### B. 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 endorsement issued by us and made a part of this policy.

### C. 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.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. 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 make safety inspections. 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 that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. 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.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

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.

### F. 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.



SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS**Policy No. CPS4031723 Effective Date 01/05/2023  
12:01 A.M., Standard TimeNamed Insured GOLDEN CROSS LOGISTICS, LLC. Agent No. 32001

Item 1. Limits of Insurance	
Coverage	Limit of Liability
Aggregate Limits of Liability	Products/ Completed Operations Aggregate \$ <u>2,000,000</u> General Aggregate (other than Products/ Completed Operations) \$ <u>2,000,000</u>
Coverage A - Bodily Injury and Property Damage Liability	any one occurrence subject to the Products/ Completed Operations and General Aggregate Limits of Liability \$ <u>1,000,000</u> any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability \$ <u>100,000</u>
Damage to Premises Rented to You Limit	
Coverage B - Personal and Advertising Injury Liability	any one person or organization subject to the General Aggregate Limits of Liability \$ <u>1,000,000</u>
Coverage C - Medical Payments	any one person subject to the Coverage A occurrence and the General Aggregate Limits \$ <u>5,000</u>
Item 2. Description of Business	
Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company) Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE OF LOCATIONS	
Item 3. Forms and Endorsements	
Form(s) and Endorsement(s) made a part of this policy at time of issue: <b>See Schedule of Forms and Endorsements</b>	
Item 4. Premiums	
Coverage Part Premium:	\$ 1,982.00
Other Premium:	\$
Total Premium:	\$ 1,982

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

## COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS4031723 Effective Date: 01/ 05/ 2023  
 12:01 A.M., Standard Time

Named Insured GOLDEN CROSS LOGISTICS, LLC. Agent No. 32001

Prem. No. 01	Bldg. No. 01	Class Code 68001	Exposure 1	Basis TAXICAB
Class Description: TAXICAB COMPANIES FIRST VEHICLE (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)				Premises/ Operations
				Rate Premium
				788.00 \$788
				Products/ Comp Operations
				Rate Premium
				INCLUDED INCLUDED
Prem. No. 01	Bldg. No. 01	Class Code 68001	Exposure N/ A	Basis SEE FORM GLS-621S
Class Description: SEXUAL AND/ OR PHYSICAL ABUSE COVERAGE				Premises/ Operations
				Rate Premium
				FLAT \$250
				Products/ Comp Operations
				Rate Premium
				INCLUDED INCLUDED
Prem. No. 01	Bldg. No. 01	Class Code 68001	Exposure 4	Basis TAXICABS
Class Description: TAXICAB COMPANIES ADDITIONAL VEHICLES (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)				Premises/ Operations
				Rate Premium
				236.00 \$944
				Products/ Comp Operations
				Rate Premium
				INCLUDED INCLUDED
Prem. No. 01	Bldg. No. 01	Class Code 49950	Exposure 3	Basis SEE FORM CG2010
Class Description: ADDITIONAL INTERESTS				Premises/ Operations
				Rate Premium
				INCLUDED INCLUDED
				Products/ Comp Operations
				Rate Premium
				INCLUDED INCLUDED





## COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS4031723 Effective Date: 01/05/2023

12:01 A.M., Standard Time

Named Insured GOLDEN CROSS LOGISTICS, LLC. Agent No. 32001

Prem. No. 01	Bldg. No. 01	Class Code 44444	Exposure 1	Basis SEE FORM CG2404	
Class Description: WAIVER OF SUBROGATION				Premises/ Operations	
				Rate	Premium
				INCLUDED	INCLUDED
				Products/ Comp Operations	
				Rate	Premium
				INCLUDED	INCLUDED
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/ Operations	
				Rate	Premium
				Products/ Comp Operations	
				Rate	Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/ Operations	
				Rate	Premium
				Products/ Comp Operations	
				Rate	Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/ Operations	
				Rate	Premium
				Products/ Comp Operations	
				Rate	Premium

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is 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.

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

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

## SECTION I - COVERAGES

### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. 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 "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured 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.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily 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 (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", 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.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;



- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

## **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. 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 "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - 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 under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising 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.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C - MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 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. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. 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.
  - d. 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 \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- These payments will not reduce the limits of insurance.

- So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

**1. If you are designated in the Declarations as:**

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2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), 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" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (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 (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. 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.

- d. 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 Part.

3. 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 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

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

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- 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.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or 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 or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- 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.

##### **3. Legal Action Against Us**

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

- 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 Part 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 Part 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.



#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) 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.

(4) 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.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part 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 and retrospective premiums is the date 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.
- 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.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

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

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

### **SECTION V - DEFINITIONS**

1. "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:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
    - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**9. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. 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;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or reclaimed.

**16. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a. 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
- b. 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.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "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.

**20.** "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.

**21.** "Your product":

- a.** 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; and
  - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
SOUTHESTRANS INC 5751 UPTAIN RD, STE 300 CHATTANOOGA, TN 37411	TENNESSEE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
TENNESSEE CARRIERS INC 3180 MILLINGTON RD MEMPHIS, TN 38118	TENNESSEE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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



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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
AMERIGROUP COMMUNITY CARE 22 CENTURY BLVD, STE 310 NASHVILLE, TN 37214	TENNESSEE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Description of Professional Services
1. ANY & ALL PROFESSIONAL EXPOSURES
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2. Exclusions of **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.



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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "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.

**C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
--

SOUTHESTRANS INC 5751 UPTAIN RD, STE 300 CHATTANOOGA, TN 37411
--

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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

## **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES

This endorsement modifies insurance provided under the following:

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

**A.** The following exclusion is added:

This insurance does not apply to:

**Electronic Smoking Device**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the following:

1. The design, manufacture, distribution, sale, maintenance, use or repair of:
  - a. An "electronic smoking device"; or
  - b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, cartridge, liquid, flavoring, solutions of any kind, or ingredients therein;
2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or

3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph **A.1.b.** of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

**B.** The following definition is added:

"Electronic smoking device" means a battery-powered device that delivers a vaporized inhalable substance through a mouthpiece. "Electronic smoking devices" include, but are not limited to, battery-powered:

1. Cigarettes;
2. Pipes;
3. Cigars;
4. Hookahs; and
5. Vaporizers, other than steam or mist inhalers.

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

## **CANNABIS EXCLUSION WITH HEMP EXCEPTION**

This endorsement modifies insurance provided under the following:

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

**A. The following exclusion is added:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
  - b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or
2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

- (1) An insured; or
- (2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

**B. The exclusion in Paragraph A. does not apply to:**

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of goods or products containing or derived from hemp, including, but not limited to:
  - a. Seeds;
  - b. Food;
  - c. Clothing;
  - d. Lotions, oils or extracts;
  - e. Building materials; or
  - f. Paper.
2. "Property damage" to goods or products described in Paragraph **B.1.** above.

However, Paragraphs **B.1.** and **B.2.** above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

- (1) The "bodily injury" or "property damage" occurs;
  - (2) The "occurrence" which caused the "bodily injury" or "property damage" takes place; or
  - (3) The offense which caused the "personal and advertising injury" was committed.
3. "Personal and advertising injury" arising out of the following offenses:
    - a. False arrest, detention or imprisonment; or
    - b. 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.

**C.** The following definition is added to the **Definitions** section:

"Cannabis":

**1.** Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

**2.** Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

**a.** Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

**b.** Any compound, by-product, extract, derivative, mixture or combination, such as:

**(1)** Resin, oil or wax;

**(2)** Hash or hemp; or

**(3)** Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

#### SCHEDULE

**MINIMUM PREMIUM** \_\_\_\_\_ 100 \_\_\_\_\_ %

Item **5.b.** of the **Premium Audit** condition under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, SECTION IV - LIQUOR LIABILITY CONDITIONS** and **SECTION IV - PRODUCTS/ COMPLETED OPERATIONS LIABILITY CONDITIONS** is amended to read:

- b.** The advance premium for this Coverage Part is a deposit premium only. The final premium shall be subject to audit. At the close of each audit period we will compute the earned premium for that period. Any audit premiums are due and payable to us on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. In the event the first Named Insured fails or refuses to allow our representative to audit your books and records, we may unilaterally charge a final premium for the Policy Period at double the minimum or advance premium, whichever is greater, and such final premium shall be immediately due and payable on notice to the first Named Insured.

For purposes of this endorsement, the terms advance premium, earned premium, and minimum premium are defined as follows:

**Advance Premium** - the premium that is stated in the applicable initial policy Declarations or Renewal Certificate and payable in full by the first Named Insured at the inception of each Policy Period.

**Earned Premium** - the premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the audit period.

**Minimum Premium** - the lowest premium for which this insurance will be written for the Policy Period stated in **Item 2.** of the Declarations of the applicable initial policy or subsequent Renewal Certificate. This minimum premium is equal to 100% (unless a different percentage [%] is shown in the Schedule above) of the advance premium including any premium adjustments made by endorsement to this policy during the Policy Period. Premium adjustments do not include the audit premium developed for the Policy Period stated in **Item 2.** of the Declarations.

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### AMENDMENT OF CONDITIONS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS COMPLETED OPERATIONS COVERAGE PART**

The Condition entitled **When We Do Not Renew** is deleted in its entirety.

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### TOTAL LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **Exclusion 2.c.** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by:

**c. Liquor Liability**

- (1) "Bodily injury" or "property damage" for which any insured or an indemnity of the insured may be held liable by reason of:
- (a) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
  - (b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (c) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- (2) Paragraph (1) applies even if the claims or "suits" against any insured or an indemnity of the insured allege negligence or other wrongdoing in the:
- (a) Supervision, hiring, employment, training or monitoring of others who are manufacturing, distributing, selling, serving or furnishing alcoholic beverage; or
  - (b) Providing or failing to provide transportation to any person that may be under the influence of alcohol.

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### AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety and is replaced by the following:

#### **4. Other Insurance**

##### **a. Primary Insurance**

This insurance is primary except when **b.** below applies.

##### **b. Excess Insurance**

- (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
  - (d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion **g.** of Coverage **A (SECTION I)**; or
  - (e) That is valid and collectible insurance available to any insured under any other policy.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only 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

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

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

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### EXCLUSION OF BODILY INJURY TO PASSENGERS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to:

1. "bodily injury" which occurs while "occupying" an "auto," or
2. "bodily injury" to any person being transported or assisted by you, your employees, or your subcontractors:
  - a. from the place where they are accepted for movement into an "auto," or
  - b. from an "auto" to the place where they are finally delivered.

"Occupying" means in, upon, getting in, on, out, or off.

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### EXCLUSION OF SUBCONTRACTED AUTOS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to this endorsement, paragraph **g. Aircraft, Auto Or Watercraft** of subsection 2. **Exclusions of SECTION 1 - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured or any subcontractor of any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured or any subcontractor of any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:

- (a) Less than 26 feet long; and
- (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment."

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### KNOWN INJURY OR DAMAGE EXCLUSION - PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

##### Known Injury Or Damage

This insurance does not apply to "personal and advertising injury" arising from an offense:

- a. That occurs during the policy period and, prior to the policy period, an insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, knew that the "personal and advertising injury" had occurred prior to the policy period, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "personal and advertising injury" occurred, then any continuation, change or resumption of such offense during or after the policy period will be deemed to have been known prior to the policy period; or
- b. That occurs during the policy period and was, prior to the policy period, known to have

occurred by any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, includes any continuation, change or resumption of that "personal and advertising injury" after the end of the policy period.

A "personal and advertising injury" arising from an offense will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim:

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury"; or
- (3) Becomes aware by any other means that "personal and advertising injury" has occurred or has begun to occur.

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CPS4031723	01/05/2023	GOLDEN CROSS LOGISTICS, LLC.	32001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **INJURY TO EMPLOYEE AND WORKER EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A.** With respect to this endorsement, **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, subparagraph **e. Employer's Liability** is deleted in its entirety and replaced by:

**e. Employer's Liability**

"Bodily 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 (1) above.

This exclusion applies:

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

- B.** The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions** and **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**:

This insurance does not apply to:

1. "Bodily injury" or "personal and advertising injury" to:

- a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;
- b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable

if such "bodily injury" or "personal and advertising injury" arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether it is caused in part by you; or

2. Any obligation of any insured to defend, indemnify or contribute with another because of "bodily injury" or "personal and advertising injury" to:
  - a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;
  - b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
  - c. An employee of any contractor, subcontractor or sub-subcontractor; or
3. "Bodily injury" or "personal and advertising injury" to the spouse, child, parent, brother or sister of that employee of any contractor, subcontractor or sub-subcontractor, or that contractor, subcontractor or sub-subcontractor, or that "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured as a consequence of items 1. or 2. above.

This applies to all claims, offenses and "suits" by any person or organization for damages, indemnity and/ or any obligation to share damages with or repay someone else who must pay damages because of the injury.

- C. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions:**

"Bodily injury" to:

1. Any "worker"; or
2. The spouse, child, parent, brother or sister of that "worker."

This exclusion applies:

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

- D. For purposes of this endorsement only, the following is added to **SECTION V - DEFINITIONS:**

"Worker" means any person performing duties directly or indirectly related to the conduct of any business, regardless of the person or organization responsible for hiring, retaining, employing, furnishing or directing the worker.

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## HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART ERRORS AND OMISSIONS COVERAGE PART

- A. The following is added to Paragraph 2. **Exclusions of Section I - Coverage A. Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Part and Paragraph 2. **Exclusions of SECTION I - COVERAGE** of the Errors And Omissions Coverage Part:

This insurance does not apply to:

#### Hydraulic Fracturing

1. "Bodily injury," "property damage" or "error or omission":
  - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/ or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any insured or by any other person or entity; or
  - b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground

geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items 1. or 2. above.

- B. The following is added to Paragraph 2. **Exclusions of Section I - Coverage B. Personal And Advertising Injury Liability** of the Commercial General Liability Coverage Part:

This insurance does not apply to:

#### Hydraulic Fracturing

1. "Personal and advertising injury":
  - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include,

but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity; or

- b.** Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."
- 2.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items **1.** or **2.** above.

For purposes of this endorsement, the following definitions apply:

- 1.** "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.
- 2.** "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.
- 3.** "Gas fracking" or liquefied propane/ butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.
- 4.** "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

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### AIRCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to paragraph 2. **Exclusions** of **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft. Use includes operation and "loading and unloading."

This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.

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### CONTROLLED SUBSTANCE EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions** and **COVERAGE B - PERSONAL AND ADVERTISING INJURY**, paragraph 2. **Exclusions**:

This insurance does not apply to any "bodily injury," "property damage," "personal and advertising injury" or damages for which any insured may be held liable by reason of:

1. The abuse, misuse, addictive use, illicit use, overuse, unlawful distribution or diversion from the intended legal use of:
  - a. Codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, naloxone or any other opioid or narcotic drug, medication or substance of any type, nature, or kind; or
  - b. Controlled substance as defined by or included in the Schedules of the Controlled Substance Act of the United States of America or any other judicial, statutory, regulatory or legal measure in any nation, province, state, municipality or other governmental division or subdivision;
2. The failure or inadequacy of any controls, practices or procedures to prevent or report behavior relating to the actual or alleged abuse, misuse, addictive use, illicit use, overuse, unlawful distribution or diversion from the intended legal use of any substances referenced in **1.a.** or **1.b.** above; or
3. The failure to warn or inadequacy of warnings related to the consequences of any abuse, misuse, addictive use, illicit use, overuse, unlawful distribution or diversion from the intended legal use of any substances referenced in **1.a.** or **1.b.** above.

However, this exclusion shall not apply to any liability arising out of an insured's failure to provide the correct drug or correct dosage while filling a prescription.

Subsection **1.a.** and **1.b.** of this exclusion shall not apply for the treatment of the substances listed in **1.a.** or **1.b.** above provided that such treatment is in compliance with Certification of Opioid Treatment Programs, 42 Code of Federal Regulation (CFR) 8.

**All other terms and conditions of the policy remain unchanged.**

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### CONTRACTORS SPECIAL CONDITIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE FORM

#### SCHEDULE

Coverage	Limit of Insurance
Each Occurrence Limit	\$
Personal and Advertising Injury Limit	\$
General Aggregate Limit (Other than Products/ Completed Operations)	\$
Products/ Completed Operations Aggregate Limit	\$
(If no entry appears above, the minimum limits of insurance will be equal to the limits of insurance shown in the Declarations).	

- A. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS and SECTION IV - PRODUCTS/ COMPLETED OPERATIONS LIABILITY CONDITIONS:**

#### Contractors Special Conditions

You will obtain current certificates of insurance from all contractors and subcontractors, evidencing such contractors and subcontractors are "adequately insured," including evidence of:

1. Commercial General Liability insurance, including Products/ Completed Operations insurance; and
2. Effective dates of coverage that "coincide" with the effective dates of coverage on this policy.

Failure to comply with this condition does not alter the coverage provided by this policy but will result in an additional premium charge.

- B. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS and SECTION IV - PRODUCTS/ COMPLETED OPERATIONS LIABILITY CONDITIONS, subsection 5. Premium Audit:**

Should you fail to provide current certificates of insurance from all "adequately insured" contractors at such times as we request to complete a premium audit, a premium charge will be made as follows:

1. If the Premium Basis indicated in the Declarations is payroll, the premium charge will be computed by multiplying the "total cost" for all sublet work that fails to meet Contractors Special Conditions, by a rate per \$1,000 payroll for the applicable classification of the work performed. If the policy

does not contain the applicable classification and rate, we will multiply our usual and customary rate per \$1,000 payroll for that classification.

2. If the Premium Basis indicated in the Declarations is gross sales/ gross receipts, the premium charge will be computed by multiplying a rate per \$1,000 of the "total cost" for all sublet work that fails to meet Contractors Special Conditions, by a rate per \$1,000 of gross sales/ gross receipts for the applicable classification of the work performed. If the policy does not contain the applicable classification and rate, we will multiply our usual and customary rate per \$1,000 gross sales/ gross receipts for that classification.

This premium calculation will be made in addition to the premium charged for payroll or gross sales/ gross receipts as indicated in the Declarations. The insured's payroll or gross sales/ gross receipts will not in any way be reduced.

**C. For purposes of this endorsement, the following definitions apply:**

1. "Adequately insured" means that the contractors and subcontractors that perform operations for you maintain Commercial General Liability including Products/ Completed Operations insurance in force with the minimum Limits of Insurance shown in the Schedule for their operations, including operations performed for them by others.
2. "Coincide" means that the effective dates of coverage for all policies of all contractors and subcontractors that cover that period of time during which work was performed for you within the effective dates covered by this policy.
3. "Total cost" means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

**All other terms and conditions of this policy remain unchanged.**

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### **SEXUALLY ABUSIVE ACTS - LIMITED LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ERRORS OR OMISSIONS COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART**

The following exclusion is added to the Policy:

- A.** Except as specifically provided by the terms of this endorsement, this insurance does not apply to any "bodily injury," "property damage," "personal and advertising injury," medical payments, "damages" or "injury" directly or indirectly arising out of, caused by, or in any way related to:
1. A "sexually abusive act" committed by any insured, any "employee" of any insured, or any other person; or
  2. The selling, serving or furnishing of alcoholic beverages which results, or is alleged to have resulted, in a "sexually abusive act"; or
  3. A failure to suppress or prevent a "sexually abusive act"; or
  4. A failure to warn any person, organization, or any other entity about the threat of any "sexually abusive act"; or
  5. A failure to render aid before, during, or after a "sexually abusive act"; or
  6. A failure to notify authorities or emergency personnel including, but not limited to, police and emergency medical technicians before, during, or after a "sexually abusive act"; or
  7. The negligent:
    - a. Employment;
    - b. Investigation;
    - c. Supervision;
    - d. Hiring;
    - e. Training;
    - f. Monitoring;
    - g. Reporting to the proper authorities, or failure to so report; or
    - h. Retention;

of a person whose conduct falls within one or more of the paragraphs numbered **1.** through **6.** above; or

- 8.** Any obligation to share damages with or repay someone else who must pay damages resulting from paragraphs **1.** through **7.** above; or
  - 9.** Liability of others assumed by an insured under any contract or agreement, either oral or in writing.
- B.** This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the "sexually abusive act."
- C.** This exclusion applies regardless of whether the perpetrator of the "sexually abusive act" was in a position of control, dominance or authority over the victim.
- D.** This exclusion applies to all acts or omissions and all theories of liability (direct or vicarious) asserted against any insured, including but not limited to all theories of negligence, gross negligence, recklessness or intentional tort and shall not be subject to any severability or separation of insureds provision in the policy.
- E.** With respect to this exclusion, the following definitions apply:
- 1.** "Bodily injury" and "injury" includes mental injury or distress, disability, or sexual dysfunction.
  - 2.** "Sexually abusive act(s)" means an act, threat, intimidation, coercion or coercive persuasion, including but not limited to:
    - a.** Harmful or offensive contact, including assault and battery, of a sexual nature between two or more persons;
    - b.** Sexual contact between two or more persons;
    - c.** Detainment or confinement of a person against his or her will during or in the scope of harmful or offensive contact of a sexual nature between two or more persons;
    - d.** The violation or alleged violation of any federal, state or local statute, ordinance or regulation regarding human or sex trafficking;
    - e.** The violation or alleged violation of any federal, state or local statute, ordinance or regulation regarding human or sexual exploitation;
    - f.** The use of human beings through fraud, force or coercion for the satisfaction of personal desires or financial gain; or
    - g.** Sexual or physical abuse, sexual or physical injury, sexual molestation, sexual harassment, unwelcome sexual advances, requests for sexual favors, touching or any other conduct of a sexual nature.
- F.** We will have no duty to defend any "suit" against any insured seeking injury or damages as a consequence of any "sexually abusive act."

The coverage provided is described below:

#### **SEXUALLY ABUSIVE ACTS - LIMITED LIABILITY COVERAGE**

For the premium shown below, we agree to afford coverage with respect to Sexually Abusive Act Liability only as indicated in the insuring agreement and subject to the provisions set forth in this endorsement at a Limit of Insurance of \$25,000 per incident and \$50,000 Aggregate unless otherwise stated below.



## SCHEDULE

COVERAGE	LIMITS OF INSURANCE
<b>"Sexually Abusive Acts" Per Incident Limit of Insurance</b>	\$ 100,000
<b>"Sexually Abusive Acts" Aggregate Limit of Insurance</b>	\$ 300,000
<b>Total Premium</b>	\$ 250

### COVERAGE - SEXUALLY ABUSIVE ACTS - LIMITED LIABILITY

#### I. INSURING AGREEMENT

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury," "property damage," "personal and advertising injury," "injury" or "damages" occurring during the policy period and arising out of any "sexually abusive acts." We will have the right and duty to defend the insured against any "suit" seeking those damages. We shall not be obligated to pay any claim or judgment or to defend any suit after the applicable Limit of Insurance shown in this endorsement has been exhausted. We will have no duty to defend the insured against any "suit" seeking damages for "sexually abusive acts" to which this insurance does not apply.

#### II. EXCLUSIONS

Insurance provided under this endorsement does not apply and there is no coverage for and no duty to defend any "suit" seeking injury or damage arising out of:

##### A. Damages To Persons Involved In a "Sexually Abusive Act"

Damages sustained by any person that participated in committing or had knowledge of a "sexually abusive act," including any act of intentionally killing or attempting to kill oneself.

##### B. Prior Offenses

A "sexually abusive act" committed by any person for whom the insured is legally responsible, if at the time the person committed the "sexually abusive act," the person:

1. Is a registered sex offender;
2. Has a criminal conviction for a sexually related offense: or
3. Has committed one or more prior "sexually abusive act(s)" and the insured knew or should have been aware of the prior "sexually abusive act(s)."

##### C. Damages On Behalf Of Persons Determined To Have Actively Committed A "Sexually Abusive Act"

Damages on behalf of any insured who is alleged to have actively participated in committing a "sexually abusive act." This exclusion applies only if the determination was made following an adjudication in any "suit," criminal action, or binding alternative dispute resolution proceeding.

##### D. Punitive Damages

Any claim or "suit" for punitive, non-compensatory, exemplary or statutory damages.

##### E. Corporal Punishment

Any claim or "suit" arising out of corporal punishment.

##### F. "Sexually Abusive Act" Began Before Policy Period

"Bodily injury," "property damage," "personal and advertising injury," "damages" or "injury" arising from a "sexually abusive act" which first occurs before the effective date of this policy, or is known

to anyone to have first occurred or is alleged to have first occurred before the effective date of this policy, regardless of whether such "bodily injury," "property damage" or "personal and advertising injury" continues, changes, resumes, or becomes progressively worse during the policy period.

#### **G. Contractual Liability**

"Bodily injury," "property damage," "personal and advertising injury," "damages" or "injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

#### **H. Employer's Liability**

"Sexually abusive act(s)," "bodily injury" or "personal and advertising injury" to:

1. Any of your "employees" arising out of and in the course of:
  - a. Employment by you;
  - b. Performing duties related to the conduct of your business; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of **1.** 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.

#### **I. Workers' Compensation And Similar Laws**

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

#### **J. Capacity Other Than Named Insured**

Any claim or "suit" directly or indirectly arising from your activities as an "executive officer," partner, member, manager, or director of any entity, company, or business other than that of the Named Insured.

#### **G. Non-Cumulation**

Any claim or "suit" covered under any other coverage forms or endorsements included in this policy.

### **III. WHO IS AN INSURED**

#### **A. Each of the following is an insured under this endorsement to the extent set forth below:**

1. If the Named Insured is designated in the Declarations as an individual, the person so designated, but only with respect to the conduct of a business of which that person is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business.
2. If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated, and any partner or member are also insureds, but only with respect to the conduct of your business.
3. If the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

4. If the Named Insured is designated in the Declarations as a limited liability company, your members are also insured, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
5. Your "employees" other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), 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:
  - a. "Sexually abusive act(s)," "bodily injury" or "personal and advertising injury":
    - (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or 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;
    - (2) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph a.(1). above;
    - (3) 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 a.(1) or (2) above; or
    - (4) Arising out of his or her providing or failing to provide professional health care services.
  - B. However, none of the following is an insured for the purpose of coverage provided by this endorsement:
    1. Any person who participated in or knowingly allowed or directed any "sexually abusive act"; or
    2. Any person who knew of any "sexually abusive act" and failed to report it to law enforcement or an insured.

#### IV. LIMITS OF LIABILITY

- A. With respect to "bodily injury," "property damage," "personal and advertising injury," "injury" or "damages" occurring during the policy period and arising out of any "sexually abusive act," the Limits of Insurance shown in the Schedule apply.
- B. The "Sexually Abusive Acts" Per Incident Limit is the most we will pay for all damages because of "bodily injury," "property damage," "personal and advertising injury," "injury" or "damages" occurring during the policy period and arising out of "sexually abusive acts" committed by the same person or persons working in concert, regardless of the number of:
  1. Insureds;
  2. Persons or organizations injured, or the number of incidents involving that person or organization;
  3. Claims made or "suits" brought;
  4. Persons or organizations making claims or bringing "suits"; or
  5. Perpetrators or number of persons committing such "sexually abusive acts."
- C. The "Sexually Abusive Acts" Aggregate Limit is the most we will pay for any and all damages arising out of "sexually abusive acts" in any policy period.
- D. The "Sexually Abusive Acts" Aggregate Limit is part of the General Aggregate Limit or Aggregate shown in the policy Declarations. Any damages paid under the coverage provided by this

endorsement will reduce the General Aggregate Limit or Aggregate shown in the policy Declarations.

- E. With respect to the "Sexually Abusive Acts" Per Incident Limit of Insurance in the Schedule, all "sexually abusive acts" by an actual or alleged perpetrator or perpetrators, including negligent employment or negligent supervision of such perpetrator or perpetrators, shall be deemed one incident, regardless of the number of persons involved, the number of victims or claimants, the number of incidents or locations involved, the number of policies involved, or the period of time during which the acts of a "sexually abusive act" took place.
- F. If the "sexually abusive act" consists of a series of related acts of sexual abuse or molestation that occurs over two or more consecutive policy periods, the "sexually abusive act" shall be deemed to have taken place on the date of the first of such series of acts. Coverage is limited to the scheduled Limit of Insurance available in the first applicable Sexually Abusive Act Limited Liability Coverage endorsements covering the loss. No coverage is afforded if the first act of a "sexually abusive act" took place before the policy period.
- G. Any amendment of the General Aggregate or Aggregate to apply per location, per project, per event, per insured or any other basis does not apply to the coverage provided under this endorsement.
- H. We shall not be obligated to pay any claim or judgment or to defend any "suit" after the applicable limit of insurance shown has been exhausted

#### **V. SUPPLEMENTARY PAYMENTS**

- A. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - 1. All expenses we incur.
  - 2. Up to two hundred fifty dollars (\$250) for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - 3. 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.
  - 4. 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 two hundred fifty dollars (\$250) a day because of time off from work.
  - 5. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - 6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - 7. 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.
- B. These payments will not reduce the limits of insurance.

#### **VI. CONDITIONS**

For purposes of this endorsement, the following conditions are added:

### **A. Excess Coverage**

If there is other valid and collectible insurance available to an insured for damages covered under this endorsement, this insurance is excess over such other insurance.

### **B. Multiple Policies or Coverage Parts Issued By Us or Any Affiliate**

It is our stated intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." Should the circumstances of any claim or "suit" give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "sexually abusive act," the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

## **VII. DEFINITIONS**

For purposes of this limited coverage, the following definition is added:

"Sexually abusive act(s)" means an act, threat, intimidation, coercion or coercive persuasion, including but not limited to:

1. Harmful or offensive contact, including assault and battery, of a sexual nature between two or more persons;
2. Sexual contact between two or more persons;
3. Detainment or confinement of a person against his or her will during or in the scope of harmful or offensive contact of a sexual nature between two or more persons;
4. The violation or alleged violation of any federal, state or local statute, ordinance or regulation regarding human or sex trafficking;
5. The violation or alleged violation of any federal, state or local statute, ordinance or regulation regarding human or sexual exploitation;
6. The use of human beings through fraud, force or coercion for the satisfaction of personal desires or financial gain; or
7. Sexual or physical abuse, sexual or physical injury, sexual molestation, sexual harassment, unwelcome sexual advances, requests for sexual favors, touching or any other conduct of a sexual nature.

Except as expressly provided in this endorsement, all of the provisions, terms and conditions of the policy remain in full force and effect. To the extent any term, provision or condition of this coverage part conflicts with any other coverage part, the terms, provisions or conditions of this coverage part shall apply.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS4031723	01/05/2023	GOLDEN CROSS LOGISTICS, LLC.	32001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION**

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

/

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS4031723	01/ 05/ 2023	GOLDEN CROSS LOGISTICS, LLC.	32001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ASBESTOS EXCLUSION

This policy does not apply to:

- (1) Damages in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- (2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.
- (3) Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS4031723	01/ 05/ 2023	GOLDEN CROSS LOGISTICS, LLC.	32001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LEAD CONTAMINATION EXCLUSION

This policy does not apply to:

1. Any damages arising out of the ingestion, inhalation or absorption of lead in any form.
2. Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

/

AUTHORIZED REPRESENTATIVE

DATE





ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS4031723	01/05/2023	GOLDEN CROSS LOGISTICS, LLC.	32001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### PREMIUM AUDIT

The following is added to the Premium Audit provision:

If the first Named Insured fails or refuses to provide documentation adequate to determine the apportionment of exposures by class code, we may unilaterally apply all exposures to the class code with the highest rate stated in the policy including any class code adjustments made by endorsement.

/

AUTHORIZED REPRESENTATIVE

DATE



**WORKERS' COMPENSATION INSURANCE PLAN**  
P.O. Box 40767 TOLL FREE: 866-221-9640  
Lansing, MI 48901-7967 FAX: 844-778-1070  
NCCI Carrier Code: 19968 EMAIL: [Policy@AssignedRiskSolutions.com](mailto:Policy@AssignedRiskSolutions.com)  
[AssignedRiskSolutions.com](http://AssignedRiskSolutions.com)

Workers' Compensation  
and Employers Liability  
Insurance Policy

Renewal of Policy: New

Date of Mailing: 01/09/2023

Legal Entity: Limited liability company

Policy Number

DAP99000125500

### INFORMATION PAGE

#### WCIP

ITEM 1 - Named Insured and Address	Agency
GOLDEN CROSS LOGISTICS LLC PO BOX 1993 MADISON, TN 37116-1993	COOK INSURANCE GROUP LLC 4616 HIXSON PIKE HIXSON, TN 37343-5042
Intrastate ID: 411001806	Tax ID #: 47-2120275
Bureau Risk ID:	State ID #:

**Other Workplaces Not Shown Above:** See schedule attached

**ITEM 2. POLICY PERIOD** is from 12:01 A.M. 01/05/2023 to 12:01 A.M. 01/05/2024 Standard Time at the insured's mailing address.

#### ITEM 3. COVERAGE

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:  
TN

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A.  
The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	each accident
Bodily Injury by Disease	\$ 1,000,000	policy limit
Bodily Injury by Disease	\$ 1,000,000	each employee

C. Other State Insurance: Part Three of the policy applies to the states, if any, listed here.

**WC000326A**

D. This policy includes these endorsements and schedules:

WC 00 00 00 C	WC 00 00 01 A	WC 00 03 08	WC 00 03 26 A	WC 00 04 03	WC 00 04 04	WC 00 04 14 A	WC 00 04 17 C
WC 00 04 19 A	WC 00 04 21 F	WC 00 04 22 C	WC 00 04 25	WC 41 04 02	WC 41 04 05	WC 41 04 06	WC 41 04 08 A
WC 99 00 01 A	WC 99 06 01 B						

#### ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.

All information below is subject to verification and change by audit.





**WORKERS' COMPENSATION INSURANCE PLAN**  
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Workers' Compensation  
and Employers Liability  
Insurance Policy

Renewal of Policy: New

Date of Mailing: 01/09/2023

Legal Entity: Limited liability company

Policy Number

DAP99000125500

### INFORMATION PAGE

#### WCIP

ITEM 1 - Named Insured and Address	Agency
GOLDEN CROSS LOGISTICS LLC PO BOX 1993 MADISON, TN 37116-1993	COOK INSURANCE GROUP LLC 4616 HIXSON PIKE HIXSON, TN 37343-5042

Intrastate ID: 411001806

Tax ID #: 47-2120275

Bureau Risk ID:

State ID #:

#### CLASSIFICATIONS

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

Minimum Premium	Deposit Premium	Experience Modification	Total Estimated Annual Premium	Premium Adjustment Period:
\$ 964.00	\$ 1,710.80	0.92	\$ 4,277.00	Annually
Expense Constant: \$ 160.00				
Total Policy Fees: \$ 0.00				
Total Policy Cost: \$ 4,277.00				

Signature:



Renewal of Policy: New

Date of Mailing: 01/09/2023

Endorsement Effective Date: 01/05/2023

Policy Number	Policy Period	
	From	To
DAP99000125500	01/05/2023	01/05/2024
	12:01 A.M. Standard Time at the described location	

### CLASSIFICATION SCHEDULE

#### WCIP

ITEM 1 - Named Insured and Address	Agency
GOLDEN CROSS LOGISTICS LLC PO BOX 1993 MADISON, TN 37116-1993	COOK INSURANCE GROUP LLC 4616 HIXSON PIKE HIXSON, TN 37343-5042

Intrastate ID: 411001806

Tax ID #: 47-2120275

Bureau Risk ID:

State ID #:

CLASS CODE NO. AND CLASSIFICATION	ESTIMATED RENUMERATION	RATE PER \$100	ESTIMATED ANNUAL PREMIUM
<b>STATE: TN</b> <b>Rating Period:</b> 01/05/2023 - 01/05/2024 Entity Name: GOLDEN CROSS LOGISTICS LLC Effective Date Entity Location: 523 HERON POINTE DR NASHVILLE, TN 37214-2559 01/05/2023 7370 TAXICAB CO.: ALL OTHER EMPLOYEES & DRIVERS	107,000.00	4.02	4,301.00

<b>Total Manual Premium</b>			<b>\$ 4,301.00</b>
Increased Limit Factor		1.4	\$ 60.00
Increased Limit Charge			\$ 90.00
Experience modifier		0.92	(\$ 356.00)
ARAP Surcharge		1	\$ 0.00
<b>Total Standard Premium</b>			<b>\$ 4,095.00</b>
Expense constant			\$ 160.00
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement		0.01	\$ 11.00
Catastrophe (Other Than Certified Acts of Terrorism)		0.01	\$ 11.00
<b>Total Audited Annual Premium</b>			<b>\$ 4,277.00</b>
<b>Total Fees and Surcharges</b>			<b>\$ 0.00</b>
<b>Total Audited Annual Premium and Fees</b>			<b>\$ 4,277.00</b>



Renewal of Policy: New

Date of Mailing: 01/09/2023

Endorsement Effective Date: 01/05/2023

Policy Number	Policy Period	
	From	To
DAP99000125500	01/05/2023 12:01 A.M. Standard Time at the described location	01/05/2024

### CLASSIFICATION SCHEDULE

#### WCIP

ITEM 1 - Named Insured and Address	Agency
GOLDEN CROSS LOGISTICS LLC PO BOX 1993 MADISON, TN 37116-1993	COOK INSURANCE GROUP LLC 4616 HIXSON PIKE HIXSON, TN 37343-5042

Intrastate ID: 411001806

Tax ID #: 47-2120275

Bureau Risk ID:

State ID #:

#### Policy Summary

<b>Total Manual Premium</b>	<b>\$ 4,301.00</b>
Increased Limit Factor	\$ 60.00
Increased Limit Charge	\$ 90.00
Experience modifier	(\$ 356.00)
ARAP Surcharge	\$ 0.00
<b>Total Standard Premium</b>	<b>\$ 4,095.00</b>
Expense constant	\$ 160.00
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	\$ 11.00
Catastrophe (Other Than Certified Acts of Terrorism)	\$ 11.00
<b>Total Estimated Annual Premium</b>	<b>\$ 4,277.00</b>
<b>Total Fees and Surcharges</b>	<b>\$ 0.00</b>
<b>Total Estimated Annual Premium and Fees</b>	<b>\$ 4,277.00</b>





**WORKERS' COMPENSATION INSURANCE PLAN**  
P.O. Box 40767 TOLL FREE: 866-221-9640  
Lansing, MI 48901-7967 FAX: 844-778-1070  
NCCI Carrier Code: 19968 EMAIL: [Policy@AssignedRiskSolutions.com](mailto:Policy@AssignedRiskSolutions.com)  
[AssignedRiskSolutions.com](http://AssignedRiskSolutions.com)

**Workers' Compensation  
and Employers Liability  
Insurance Policy**

Renewal of Policy: New

Date of Mailing: 01/09/2023

Endorsement Effective Date: 01/05/2023

Policy Number	Policy Period	
	From	To
DAP99000125500	01/05/2023	01/05/2024
12:01 A.M. Standard Time at the described location		

**ENTITY AND LOCATION SCHEDULE**

**WCIP**

ITEM 1 - Named Insured and Address	Agency
GOLDEN CROSS LOGISTICS LLC PO BOX 1993 MADISON, TN 37116-1993	COOK INSURANCE GROUP LLC 4616 HIXSON PIKE HIXSON, TN 37343-5042

Intrastate ID: 411001806

Tax ID #: 47-2120275

Bureau Risk ID:

State ID #:

**Schedule of Named Entities**

Number	Name	FEIN	Entity Type
1	GOLDEN CROSS LOGISTICS LLC	47-2120275	Limited liability company

**SCHEDULE OF COVERED WORKPLACES**

Number	Address
1	523 HERON POINTE DR NASHVILLE, TN 37214-2559

Accident Fund Insurance Company of America is a member of AF Group. All policies are underwritten by a licensed insurer subsidiary of AF Group.





**WORKERS' COMPENSATION INSURANCE PLAN**  
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[AssignedRiskSolutions.com](http://AssignedRiskSolutions.com)

**Workers' Compensation  
and Employers Liability  
Insurance Policy**

Renewal of Policy: New

Date of Mailing: 01/09/2023

Endorsement Effective Date: 01/05/2023

Policy Number	Policy Period	
	From	To
DAP99000125500	01/05/2023 12:01 A.M. Standard Time at the described location	01/05/2024

**PARTNERS, OFFICERS, AND OTHERS EXCLUSION ENDORSEMENT**

**WCIP**

ITEM 1 - Named Insured and Address	Agency
GOLDEN CROSS LOGISTICS LLC PO BOX 1993 MADISON, TN 37116-1993	COOK INSURANCE GROUP LLC 4616 HIXSON PIKE HIXSON, TN 37343-5042

Intrastate ID: 411001806

Tax ID #: 47-2120275

Bureau Risk ID:

State ID #:

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

*Accident Fund Insurance Company of America*

**Schedule**

**Partners**

**Officers**

**Others**

DARRELL GOLDEN





**WORKERS' COMPENSATION INSURANCE PLAN**  
P.O. Box 40767 TOLL FREE: 866-221-9640  
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**Workers' Compensation  
and Employers Liability  
Insurance Policy**

Renewal of Policy: New

Date of Mailing: 01/09/2023

Endorsement Effective Date: 01/05/2023

Policy Number	Policy Period	
	From	To
DAP99000125500	01/05/2023	01/05/2024
	12:01 A.M. Standard Time at the described location	

**PAYMENT SCHEDULE**

WCIP

ITEM 1 - Named Insured and Address	Agency
GOLDEN CROSS LOGISTICS LLC PO BOX 1993 MADISON, TN 37116-1993	COOK INSURANCE GROUP LLC 4616 HIXSON PIKE HIXSON, TN 37343-5042

Intrastate ID: 411001806

Tax ID #: 47-2120275

Bureau Risk ID:

State ID #:

**THIS IS NOT A BILL \*\***

**Policy Term Payment Schedule\***

Due Date	Invoice Amount
02/08/2023	\$ 1,710.80
04/05/2023	\$ 855.40
07/05/2023	\$ 855.40
10/05/2023	\$ 855.40

**Total Amount Paid To Date (this amount may not reflect recent payments): \$ 1,711.00**

\*The Payment Schedule above does not reflect the amount paid to date.

\*\*This is not a bill - you will be invoiced separately 30 days prior to each due date.





Dear Agent,

Welcome to the Workers' Compensation Insurance Plan (WCIP). The attached policy is underwritten by Accident Fund Insurance Company of America and serviced by Assigned Risk Solutions, a division of AF Group, who will work diligently to ensure your satisfaction throughout the lifetime of the WCIP policy.

Enclosed are the workers' compensation insurance plan policy documents. Please review all documentation to ensure required coverages are accurately listed. *If any changes are needed, please contact Assigned Risk Solutions at 866-221-9640 as soon as possible.*

All work-related injuries must be reported on the same day the injury occurs. This is especially critical for any injuries with lost time so that we can comply with state laws regulating the timely payment for lost-time injuries. To report an injury, visit [AssignedRiskSolutions.com](http://AssignedRiskSolutions.com), call us toll-free at 866-221-9640 or fax the First Report of Injury to 844-778-1069.

If you would like any of the items below sent directly to you, please select the item(s), provide your email or mailing address and submit your request to [Policy@AssignedRiskSolutions.com](mailto:Policy@AssignedRiskSolutions.com) or 844-778-1070.

Please send me the following:

- ☐ Additional First Report of Injury (FROI) forms
- ☐ Loss History
- ☐ Safety Program Basics – Developing a Safety Program
- ☐ Keep at Work – Return to Work
- ☐ Premium Audits: Explained

Please \_\_\_ email or \_\_\_ mail my information to:

DAP99000125500

COOK INSURANCE GROUP LLC  
4616 HIXSON PIKE  
HIXSON, TN 37343-5042

#### **Need more info?**

The following information concerning your policy can be found at [AssignedRiskSolutions.com](http://AssignedRiskSolutions.com):

- Claims reporting and claim review
- Find a medical provider
- Sign up to receive policy documents electronically
- Issue certificates of insurance
- Obtain loss history
- Online bill pay
- Complete online self audits
- Free access to online safety e-blasts, loss control tips, return-to-work literature, and more



**TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**  
**EMPLOYER'S FIRST REPORT OF WORK INJURY OR ILLNESS**



<b>CLAIMS ADM/CARRIER</b>	JURISDICTION CLAIM # (STATE FILE #)			CLAIM TYPE CODE <input type="checkbox"/> MED ONLY <input type="checkbox"/> INDEMNITY <input type="checkbox"/> BECAME LOST TIME <input type="checkbox"/> BECAME MED ONLY <input type="checkbox"/> NOTIFY ONLY <input type="checkbox"/> TRANSFER		THE USE OF THIS FORM IS REQUIRED UNDER THE PROVISIONS OF THE TENNESSEE WORKERS' COMPENSATION LAW AND MUST BE COMPLETED AND FILED WITH YOUR INSURANCE CARRIER IMMEDIATELY AFTER NOTICE OF INJURY.  IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO ANY PARTY TO A WORKERS' COMPENSATION TRANSACTION FOR THE PURPOSE OF COMMITTING FRAUD. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.  IF YOU HAVE QUESTIONS, THE STATE NOW HAS A BENEFIT REVIEW SYSTEM WHERE A WORKERS' COMPENSATION SPECIALIST CAN PROVIDE ASSISTANCE. CALL 1-800-332-2667 (TDD).										
	CLAIMS ADM CLAIM # (INSURER CLAIM #)															
	OSHA LOG CASE #															
	NAME OF INSURANCE CARRIER			CARRIER FEIN												
	CLAIMS ADMIN FIRM NAME (IF DIFFERENT FROM CARRIER)			FEIN OF CLMS ADM												
	CLAIMS ADJUSTER NAME			CLMS ADJ PHONE #												
CLAIM HANDLING OFFICE ADDRESS LINE 1 AND LINE 2											CITY		STATE		ZIP	
<b>E EMPLOYER</b>	EMPLOYER NAME				EMPLOYER FEIN		SIC CODE		PHONE NUMBER							
	EMPLOYER ADDRESS LINE 1 AND LINE 2						NATURE OF BUSINESS									
	CITY			STATE		ZIP		INSURED REPORT #		EMPLOYER LOCATION						
<b>POLICY</b>	INSURED NAME (PARENT CO. IF DIFFERENT THAN EMPLOYER)				POLICY NUMBER		EFF DATE		<b>EMPLOYMENT STATUS CODE</b> <input type="checkbox"/> FULL TIME/REGULAR <input type="checkbox"/> PART TIME <input type="checkbox"/> PIECE WORKER <input type="checkbox"/> SEASONAL <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> APPRENTICE FULL TIME <input type="checkbox"/> APPRENTICE PART TIME							
					SELF INSURED? <input type="checkbox"/> YES <input type="checkbox"/> NO		EXP DATE									
<b>EMPLOYEE</b>	EMPLOYEE LAST NAME				PHONE INCL AREA CODE		GENDER <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE <input type="checkbox"/> UNKNOWN									
	FIRST		MI		DEPARTMENT REGULARLY WORKED											
	ADDRESS LINE 1 & 2						OCCUPATION DESCRIPTION									
	CITY			STATE		ZIP		MARITAL STATUS <input type="checkbox"/> UNMARRIED, SINGLE, DIVORCED		<input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNKNOWN		NCCI CLASS CODE				
	SSN			DATE OF BIRTH		DATE OF HIRE										
	WAGE \$		PERIOD <input type="checkbox"/> HOURLY <input type="checkbox"/> DAILY		<input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> MONTHLY		NUMBER OF DAYS WORKED PER WEEK		SALARY CONTINUED IN LIEU OF COMPENSATION <input type="checkbox"/> YES <input type="checkbox"/> NO							
<b>ACCIDENT/INJURY</b>	DATE OF INJURY				TIME OF INJURY <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> COULD NOT BE DETERMINED		TIME EMPLOYEE BEGAN WORK ON INJURY DATE <input type="checkbox"/> AM <input type="checkbox"/> PM									
	DATE EMPLOYER NOTIFIED OF INJURY				BODY PART AFFECTED CODE		NATURE OF INJURY CODE		CAUSE OF INJURY CODE							
	DATE CLAIM ADM NOTIFIED OF INJURY				HOW INJURY OR ILLNESS OCCURRED. DESCRIBE THE INCIDENT INCLUDING WHAT THE EMPLOYEE WAS DOING JUST BEFORE, THE PART OF THE BODY AFFECTED AND HOW, AND OBJECT OR SUBSTANCE THAT DIRECTLY HARMED THE EMPLOYEE.											
	DATE LAST DAY WORKED															
	DATE DISABILITY BEGAN															
	RETURN TO WORK DATE (IF APPLICABLE)															
	DATE OF DEATH (IF APPLICABLE)				IF DEATH CLAIM, GIVE # DEPENDENTS FOR EACH RELATIONSHIP <input type="checkbox"/> WIDOW <input type="checkbox"/> FATHER <input type="checkbox"/> SISTER                      TOTAL # DEPENDENTS <input type="checkbox"/> WIDOWER                      _____ DAUGHTER                      _____ BROTHER <input type="checkbox"/> MOTHER                      _____ SON                      _____ HANDICAPPED CHILD											
	DID INJURY/ILLNESS OCCUR ON EMPLOYER'S PREMISES? <input type="checkbox"/> YES <input type="checkbox"/> NO															
	ADDRESS WHERE INJURY OCCURRED (IF OTHER THAN EMPLOYER'S PREMISES)										COUNTY OF INJURY					
	CITY						STATE		ZIP							
<b>TREATMENT</b>	PHYSICIAN NAME				HOSPITAL OR OFF SITE TREATMENT NAME											
	ADDRESS LINE 1 AND 2				ADDRESS LINE 1 AND 2											
	CITY		STATE		ZIP		CITY		STATE		ZIP					
	INITIAL TREATMENT <input type="checkbox"/> NO MEDICAL TREATMENT				<input type="checkbox"/> MINOR BY EMPLOYER <input type="checkbox"/> MINOR BY CLINIC/HOSPITAL		<input type="checkbox"/> HOSPITALIZED > 24 HRS <input type="checkbox"/> EMERGENCY CARE		<input type="checkbox"/> FUTURE MAJOR MEDICAL/LOST TIME ANTICIPATED							
<b>OTHER</b>	DATE PREPARED		PREPARER'S NAME & TITLE				PREPARER'S COMPANY NAME		PHONE NUMBER							



COOK INS GROUP LLC  
4616 HIXSON PIKE  
HIXSON, TN 37343

**PROGRESSIVE**  
COMMERCIAL

Named insured

GOLDEN CROSS LOGISTICS LLC  
PO BOX 1993  
MADISON, TN 37116

**Policy number: 964598189**

Underwritten by:  
Progressive Hawaii Insurance Corp  
September 28, 2023  
Policy Period: Jan 5, 2023 - Jan 5, 2024  
Page 1 of 3

**agent.progressive.com**

**Online Service**

Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

**1-423-870-3959**

**COOK INS GROUP LLC**

Contact your agent for personalized service.

**1-800-444-4487**

For customer service if your agent is unavailable or to report a claim.

# Commercial Auto Insurance Coverage Summary

## This is your Declarations Page

## Your coverage has changed

Your coverage began the later of January 5, 2023 at 12:01 a.m. or the effective time shown on your application. This policy period ends on January 5, 2024 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852TN (02/19), Z442 (02/19), 1198 (07/16), 8610 (02/19), 4852TN (03/05), 4881TN (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

### Policy changes effective September 26, 2023

Changes processed on:	September 27, 2023 9:33 a.m.
Premium change:	\$0.00
Changes:	AUGUSTIN CHIPER has been added to the policy.

The changes shown above will not be effective prior to the time the changes were requested.

### Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$30,774
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Any Auto Legal Liability To Others			244
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist Bodily Injury	\$50,000 each person/\$100,000 each accident		6,324
Uninsured Motorist Property Damage			344
See Auto Coverage Schedule	Limit of liability less deductible		
Medical Payments	Rejected		--
<b>Subtotal policy premium</b>			<b>\$37,686</b>
Waiver of Subrogation Fee			25
Additional Insured Fee			60
<b>Total 12 month policy premium and fees</b>			<b>\$37,771</b>

Number of Employees: (0-10)

## Rated drivers

1. DARRELL GOLDEN
2. LAWRENCE HALL
3. CORRI GOLDEN
4. BILLY D WILLEBY
5. ROBERT MARTIN
6. MARTINA R CANNADY
7. ROBERT THOMPSON
8. HERBERT MCBRIDE SR
9. SAVANNAH R FAIRLEY
10. HERBERT MASSEY
11. AUGUSTIN CHIPER

## Auto coverage schedule

### 1. 2014 TOYOTA CAMRY

VIN: **4T1BF1FK3EU785258** Garaging Zip Code: 37214 Radius: 50 miles

Personal use: N Body type: Car - Passenger

Liability Premium	Liability Premium	UM Premium	UM PD Limit	UM PD Deductible	UM PD Premium	Auto Total
	\$5739	\$1054	\$25,000	\$200	\$64	<b>\$6,857</b>

### 2. 2015 HONDA ODYSSEY

VIN: **5FNRL5H20FB083666** Garaging Zip Code: 37214 Radius: 50 miles

Personal use: N Body type: Mini Van

Liability Premium	Liability Premium	UM Premium	UM PD Limit	UM PD Deductible	UM PD Premium	Auto Total
	\$4597	\$1054	\$25,000	\$200	\$49	<b>\$5,700</b>

### 3. 2015 TOYOTA SIENNA

VIN: **5TDZK3DC5F5601210** Garaging Zip Code: 37214 Radius: 50 miles

Personal use: N Body type: Mini Van

Liability Premium	Liability Premium	UM Premium	UM PD Limit	UM PD Deductible	UM PD Premium	Auto Total
	\$4597	\$1054	\$25,000	\$200	\$49	<b>\$5,700</b>

### 4. 2016 TOYOTA PRIUS

VIN: **JTDKARFU8G3028870** Garaging Zip Code: 37214 Radius: 50 miles

Personal use: N Body type: Car - Passenger

Liability Premium	Liability Premium	UM Premium	UM PD Limit	UM PD Deductible	UM PD Premium	Auto Total
	\$5739	\$1054	\$25,000	\$200	\$64	<b>\$6,857</b>

### 5. 2015 FORD TRANSIT

VIN: **1FBZX2ZM4FKA21195** Garaging Zip Code: 37214 Radius: 50 miles

Personal use: N Body type: Passenger Van

Liability Premium	Liability Premium	UM Premium	UM PD Limit	UM PD Deductible	UM PD Premium	Auto Total
	\$3950	\$1054	\$25,000	\$200	\$54	<b>\$5,058</b>

6. **2011 HYUNDAI SONATA**  
 VIN: **KMHEC4A42BA008244** Garaging Zip Code: 37214 Radius: 50 miles  
 Personal use: N Body type: Car - Passenger

Liability Premium	Liability Premium	UM Premium	UM PD Limit	UM PD Deductible	UM PD Premium	Auto Total
	\$6152	\$1054	\$25,000	\$200	\$64	<b>\$7,270</b>

### Premium discount

Policy	
964598189	Multi-Product

### Additional Insured information

1.	Additional Insured	SOUTHEASTRANS INC 5751 UPTAIN RD STE 300 CHATTANOOGA, TN 37411
2.	Additional Insured	TENNESSEE CARRIERS INC 3180 MILLINGTON RD MEMHPIS, TN 38118
3.	Additional Insured	AMERIGROUP COMMUNITY CARE 22 CENTURY BLVD NASHVILLE, TN 37214

### Waiver of Subrogation information

1.	Waiver of Subrogation	SOUTHEASTRANS INC 5751 UPTAIN RD STE 300 CHATTANOOGA, TN 37411
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### Customer Service office information

**You may contact Customer Service at 1-800-444-4487 or by mail at PO Box 94739,  
 Cleveland, OH 44101.**

### Important coverage notice

Please inform us if your business owns any vehicles that are not currently described on the Declarations Page. Remember that all vehicles owned by your business must be specifically described on the Declarations Page at the beginning of each policy term for Any Auto Liability coverage to apply to an owned, unlisted vehicle during the term.