

LADERA RANCH MAINTENANCE CORPORATION (LARMAC)

INSURANCE REQUIREMENTS

INSURANCE

User's submission of this signed Agreement must be accompanied by a copy of insurance policy/policies and/or Certificate(s) of Insurance, and executed additional insured endorsement(s), as evidence of the following insurance coverage if alcohol is provided or served and/or if a vendor is providing good and/or services for an event:

1. A policy of general liability insurance, with policy limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the aggregate. This liability insurance policy shall be underwritten by an insurer with a minimum A-: X A.M. Best rating, and shall provide coverage for any property damage, bodily injury, personal injury and/or death due to or occasioned by User's negligence, or the negligence of User's employee(s), agent(s), invitee(s) or guest(s), in connection with or arising from the Use of LARMAC's facility (ies). If User will be serving food and/or alcoholic beverages, the insurance policy shall provide, and shall not exclude coverage for, food and/or liquor liability insurance coverage. Said policy shall be endorsed to name the Ladera Ranch Maintenance Corporation, FirstService Residential California and their respective officers, directors, agents and employees as additional insureds, using ISO endorsement form 20 10 11 85 or its equivalent. Said endorsement shall provide that the policy shall be primary and non-contributory as to any policies of insurance maintained by the additional insureds. Said policy shall provide for thirty (30) days written notice to LARMAC of cancellation, termination, and material change of terms and/or non-renewal. User shall be responsible for any deductibles or self-insured retentions.
2. User shall not permit or hire any third party, including but not limited to a caterer or bartender, to provide any service or product in the LARMAC clubhouse facility, unless in addition to evidence of the above-described insurance coverage, this Agreement is also accompanied by proof of the following insurance coverage provided/maintained by such third party:
 - a. Commercial general liability insurance coverage, ISO Commercial General Liability Occurrence ISO Form CG 00 01 or its equivalent, with policy limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the aggregate. This liability insurance policy shall be underwritten by an insurer with a minimum A-: X A.M. Best rating. If the policy has a general aggregate limit, the policy shall be endorsed (with ISO Form CG 2503, ISO Form CG 2504, or an equivalent endorsement) so that the general aggregate limit shall apply separately to each event. The policy shall include, or be endorsed to include, food and/or liquor liability insurance coverage, and endorsed to name User, Ladera Ranch Maintenance Corporation, FirstService Residential California and their respective officers, directors, agents and employees, as additional insureds, using ISO endorsement form 20 10 11 85 or its equivalent. Said endorsement shall provide that the policy shall be primary and non-contributory as to any policies of insurance maintained by the additional insureds, and shall provide for thirty (30) days written notice to LARMAC of cancellation, termination, material change of terms and/or non-renewal. User shall be responsible for any deductibles or self-insured retentions as to such policy.
 - b. Commercial automobile liability insurance coverage, ISO Automobile Liability Coverage Form CA 0001 or its equivalent, with policy limits of at least one million dollars (\$1,000,000.00) for bodily injury and property damage for each accident, covering all such vehicles, whether owned, non-owned and/or hired, at all times this Agreement is in effect. User shall be responsible for any deductibles or self-insured retentions as to this policy.
 - c. Workers compensation insurance which meets or exceeds all statutory requirements for the State of California. As an alternative to the insurance coverage specified at subparagraphs (a) and (b)(1), above, User may provide proof of Special or Private Event Liability Coverage underwritten by an insurer with a minimum A- A.M. Best rating, providing liability insurance coverage on an occurrence basis as described in subparagraphs (a) and (b)(1), above, including the required additional insured coverage. Evidence of all insurance coverage as required above must accompany this signed Agreement, and will be attached hereto as Exhibit "A". This Agreement shall not be complete and binding until Exhibit "A" is attached.


ACORD **VENDOR INSURANCE REQUIREMENT EXAMPLE**

DATE (MM/DD/YYYY)

09/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  StateFarm AFZAL INSURANCE AGENCY INC. 16742 Gothard St. Suite #101 Huntington Beach, CA 92647-4484 Lic #0JM69598	CONTACT NAME: Nik Kumar PHONE (A/C No. Ext): 714.598.2818 E-MAIL ADDRESS: SERVICE@SFBestInsurance.com FAX (A/C, No): 714.598.2808	
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25151
INSURED Jose Luis Solis dba Salsitas Catering 291 E PONDEROSA LN ANAHEIM, CA 92802	VENDOR NAME/ADDRESS	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		92-EZ-Z846-7	05/10/2023	05/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BUSINESS PROP \$ 62,800
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER LADERA RANCH MAINTENANCE CORPORATION & FIRSTSERVICE RESIDENTIAL C/O FIRSTSERVICE RESIDENTIAL CALIFORNIA 15241 LAGUNA CANYON ROAD IRVINE CA 92618	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE LARMAC & FSR CORPORATE ADDRESS
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4860.1 ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

**LARMAC & FSR
CORPORATE ADDRESS**

SCHEDULE

Policy Number: 92 EZZ846 7

Named Insured:

SOLIS, JOSE LUIS
DBA SALSITAS CATERING
291 E PONDEROSA LN
ANAHEIM CA 92802-4912

Name And Address Of Additional Insured Person Or Organization:

LADERA RANCH MAINTENANCE COPPORATION AND FIRSTSERVICE RESIDENTIAL
C/O FIRSTSERVICE RESIDENTIAL CALIFORNIA
15241 LAGUNA CANYON RD
IRVINE CA 92618

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization 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:

a. Premises And Ongoing Operations

Your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations; or

b. Products–Completed Operations

“Your work” performed for that additional insured and included in the “products-completed operations hazard”.

However, Paragraph 1. above is subject to the following:

- a. The insurance afforded to the additional insured only applies to the extent permitted by law;

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

- (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
- (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or “suit” is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. 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. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

- c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

- a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.
- b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.