



# CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY) 11/1/17
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<b>NAME AND ADDRESS OF AGENCY</b> EMERALD FINANCIAL GROUP LTD 23200 BREWERS TAVERN WAY CLARKSBURG, MD 20871-4391  (301)540-1776	<b>AGENT'S NO.</b> BB1566	<b>COMPANY(IES) AFFORDING COVERAGE</b> Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact in NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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<b>NAME AND ADDRESS OF NAMED INSURED</b>  GEORGETOWN KICS, LLC 212 KING ST ALEXANDRIA, VA 22314	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.					LIMITS	
CO. (Add'l LTR line id)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		
E	<input checked="" type="checkbox"/> <b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q97 0891888	1/12/17	1/12/18	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any One Fire)	\$ 1,000,000
					MED EXP (Any One Person)	\$ 10,000
					PERSONAL & ADV. INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE				BODILY INJURY (EACH PERSON)	\$
					BODILY INJURY (EACH ACCIDENT)	\$
					PROPERTY DAMAGE	\$
					BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$
E	<input checked="" type="checkbox"/> <b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE  <input type="checkbox"/> RETENTION \$ 0	Q25 1270234	1/27/17	1/27/18	EACH OCCURRENCE	\$ 3,000,000
					AGGREGATE	\$ 3,000,000
						\$
						\$
E	<b>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY</b>	Q88 1900755	4/19/17	4/19/18	<b>STATUTORY</b>	
					BODILY INJURY BY	ACCIDENT \$ 100,000 EACH ACCIDENT
						DISEASE \$ 500,000 POLICY LIMIT
						DISEASE \$ 100,000 EACH EMPLOYEE
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 See Attachment

**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.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>NAME AND ADDRESS OF CERTIFICATE HOLDER</b> Kilwins Chocolates Franchise Inc Kilwin's Quality Conf 1050 Bay View Rd Petoskey, MI 49770	AUTHORIZED REPRESENTATIVE 
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**DESCRIPTION OF JOBS/SPECIAL ENDORSEMENTS/WORDING:**

Kilwins Chocolates Franchise, Inc. and Kilwin's Quality Confections, Inc. are listed as Additional Insured on Primary and Non-Contributory basis with regards to General Liability, Automobile Liability and Umbrella. Waiver of Subrogation with regards to Workers Compensation Liability, General Liability, Automobile Liability and Excess of Liability in favor of Kilwins Chocolates Franchise, Inc. and Kilwin's Quality Confections, Inc.

Excess of Liability follows form.

30 days written notice of cancellation or non-renewal must be provided to the Franchisor on all coverage.

**COMPLETE NAME AND ADDRESS OF CERTIFICATE HOLDER OR ADDITIONAL INSURED:**

Kilwins Chocolates Franchise, Inc.

Kilwin's Quality Confections, Inc.



COMMERCIAL GENERAL LIABILITY  
CG 24 04 (Ed. 5/09) UF-9931  
Policy # Q970891888

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Kilwins Chocolates Franchise, Inc. and Kilwin's Quality Confections, Inc.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY  
WC 00 03 13 (Ed. 1/86) UF-8641  
Policy # Q88 1900755

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Kilwins Chocolates Franchise, Inc. and Kilwin's Quality Confections, Inc.

(Please see the Miscellaneous Information Page for Schedule.)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ULTRAPACK PLUS EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### A. Damage To Premises Rented To You - Fire Legal Liability

1. The following is added to Paragraph 1., **Insuring Agreement of Section I – Coverages, Coverage A - Bodily Injury And Property Damage Liability:**

#### **Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. Exclusions 2. c. through 2. n. of **Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability** do not apply to this coverage. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Paragraph 9. a. of "insured contract" of **Section V - Definitions** is replaced by the following:

9. a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

### B. Host Liquor Liability Coverage

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

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the giving or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, or serving of alcoholic beverages.

### C. Non-Owned Watercraft

Paragraph 2. g. 2) a) **Exclusions of Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

### D. Incidental Medical Malpractice

1. The following is added to Paragraph 1., **Insuring Agreement of Section I – Coverages, Coverage A - Bodily Injury And Property Damage Liability:**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

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

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident.
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
  - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
  - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
  - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
  - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the fur-

nishing of food or beverages in connection with the service or treatment;

- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- 4) Health or therapeutic service, treatment, advice, or instruction.

3. The following is added to **Section V - Definitions:**

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

**E. Volunteer Workers - Medical Payments**

The following is added to Paragraph 1. **Insuring Agreement of Section I - Coverages, Coverage C - Medical Payments:**

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured activities.

**F. Attorney's Fees**

The following is added to **Section I - Coverages, Supplementary Payments - Coverages A and B:**

All reasonable attorney's fees up to \$100 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

**G. The following is added to the definition of "Products-completed operations hazard" of Section V - Definitions:**

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

**H. Non-Owned Automobile and/or Hired Automobile Liability Insurance Coverage**

1. **Insuring Agreement - Non-Owned Auto Liability Insurance Coverage**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by this endorsement.

The accident must arise out of the use of any "non-owned auto" in your business by any person other than you.

b. This insurance applies to "bodily injury" and "property damage" only if:

- 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "covered territory"; and
- 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. **Insuring Agreement - Hired Auto Liability Insurance Coverage**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by this endorsement.

The accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

b. This insurance applies to "bodily injury" or "property damage" only if:

- 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "covered territory"; and
- 2) This "bodily injury" or "property damage" is caused by an accident during the policy period.

3. **Exclusions**

This **Non-Owned Autos and/or Hired Auto Liability Insurance Coverage** does not apply to:

a. **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 attorney 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