

Additional Named Insureds

Other Named Insureds

Bilcat, Inc. dba Kilwin's, Blowing Rock;

Willbran, Inc. dba Kilwin's, Wilmington;

Willbran Too, Inc. dba Kilwin's, Gatlinburg

AGENCY CUSTOMER ID: 00033004

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Greystone Insurance		NAMED INSURED Bitcat, INC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

30 Day Notice of Cancellation or Nonrenewal added in favor of the franchise on all coverages.

200 Shoppes On the Parkway Rd., Blowing Rock, NC 28605
 1103 Main St., Blowing Rock, NC 28605
 14 Market St., Wilmington, NC 28401
 645 Parkway, Gatlinburg, TN 33738

Form numbers associated with Additional Insured, Primary, Noncontributory and Waiver of Transfer of Right are as follows:
 AA4004 03/06, AA4174 11/05, AA 4195 01/07 GA 2015 04/13, GA4049 09/17, CG 2404 10/93, US4096 10/10,
 US4032 09/02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03-30-2022	Policy Number: EBA 006 41 59
Named Insured: BILCAT INC DBA KILWINS BLOWING ROCK	
Countersigned by:	

(Authorized Representative)

The person or organization named in the following schedule is an "insured" to the extent of their liability for the conduct of another "insured" as provided in **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured, Paragraph c.**

Schedule

Additional Insured

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

Address:

**1050 BAY VIEW RD
PETOSKEY, MI 49770**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03-30-2022	Policy Number: EBA 006 41 59
Named Insured: BILCAT INC DBA KILWINS BLOWING ROCK	
Countersigned by:	

(Authorized Representative)

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

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03-30-2022	Policy Number: EBA 006 41 59
Named Insured: BILCAT INC DBA KILWINS BLOWING ROCK	
Countersigned by:	

(Authorized Representative)

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

SCHEDULE

Name of person(s) or organization(s):

**KILWINS CHOCOLATES FRANCHISE INC AND KILWIN'S QUALITY CONFECTIONS INC
1050 BAY VIEW RD
PETOSKEY, MI 49770-9006**

Job location:

Job and/or Contract Number:

1. Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. is amended by the addition of the following:

With regard to the person(s) or organization(s), job location, and job and / or contract number shown in the Schedule of this endorsement, we waive any right of recovery we

may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
KILWIN'S CHOCOLATES FRANCHISE, INC, AND 1050 BAY VIEW RD PETOSKEY, MI 49770-9006	KILWIN'S QUALITY CONFECTIONS, INC.
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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

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

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

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in



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**PRIMARY/NONCONTRIBUTORY - OTHER INSURANCE
CONDITION SCHEDULED PERSON
OR ORGANIZATION**

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:

**KILWIN'S CHOCOLATES FRANCHISE INC, KILWIN'S QUALITY CONFECTIONS INC
1050 BAY VIEW RD
PETOSKEY, MI 49770-9006**

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

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured described in the Schedule of this endorsement provided that:

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



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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

**KILWIN'S CHOCOLATES FRANCHISE INC, KILWIN'S QUALITY CONFECTIONS INC
1050 BAY VIEW RD
PETOSKEY, MI 49770-9006**

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$ 5 ,000,000 Each Occurrence Limit \$ 5 ,000,000 Aggregate Limit	
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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition 9, **Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "non-contributory basis" that is in excess of the "underlying insurance".

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for defense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

C. SECTION IV - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph 3. of the Cover-

- age Part to which this endorsement is attached; and
- b. Being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:
 - (1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and
 - (2) The written contract or agreement requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".
31. "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

SCHEDULE

Name of person or organization:

KILWIN'S CHOCOLATES FRANCHISE INC AND KILWIN'S QUALITY CONFECTIONS INC

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

SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

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.