

## CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 03/22/2019

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  Marsh USA, Inc.	CONTACT NAME:			
Two Alliance Center	PHONE   FAX (A/C, No, Ext): (A/C, No):			
3560 Lenox Road, Suite 2400	E-MAIL ADDRESS:			
Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321	INSURER(S) AFFORDING COVERAGE	NAIC#		
CN102326389-CAS-GAUWX-18-19	INSURER A: Westchester Fire Insurance Company	10030		
INSURED Play & Park Structures	INSURER B: Travelers Property Casualty Company Of America	25674		
150 Playcore Drive SE	INSURER C: National Union Fire Insurance Co. of Pittsburgh, PA	19445		
Fort Payne, AL 35967	INSURER D: The Travelers Indemnity Company of America	25666		
	INSURER E : Liberty Surplus Insurance Corp	10725		
	INSURER F: The Charter Oak Fire Insurance Co.	25615		
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COVERAGES CERTIFICATE NUMBER: ATL-004926495-01 REVISION NUMBER: 1

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.

		WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
X COMMERCIAL GENERAL LIABILITY			G2821800A 002	08/01/2018	08/01/2019	EACH OCCURRENCE	\$	2,000,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
X SIR \$250,000 Per Occ.						MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
OTHER:						POLICY AGGREGATE	\$	10,000,000
AUTOMOBILE LIABILITY			TJ-CAP-9D897065TIL-18	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
X ANY AUTO						BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
						Comp./Coll. Ded.: \$1,000	\$	
X UMBRELLA LIAB X OCCUR			BE 014788208	08/01/2018	08/01/2019	EACH OCCURRENCE	\$	25,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	25,000,000
DED X RETENTION \$ 10,000							\$	
WORKERS COMPENSATION			TROUB-9D90032-6-18	1	08/01/2019	X PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE TY N	NI / A		TC2HUB-9D90031-4-18	08/01/2018	08/01/2019	E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)	N/A		UB-7J602089-18-14-G	08/01/2018	08/01/2019	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below			(See Additional Page.)			E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Excess Umbrella			1000054456-08	08/01/2018	08/01/2019	Each Occurrence	_	25,000,000
						Aggregate		25,000,000
MA AIO(IN	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRODECT LOC  OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY  X UMBRELLA LIAB X OCCUR EXCESS LIAB  CLAIMS-MADE  DED X RETENTION \$ 10,000  VORKERS COMPENSATION ND EMPLOYERS' LIABILITY NYPROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED?  Wandatory in NH) yes, describe under ESCRIPTION OF OPERATIONS below	SEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRODUCE LOC OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY  X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$ 10,000  VORKERS COMPENSATION ND EMPLOYERS' LIABILITY NYPROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED? Wandatory in NH) yes, describe under ESCRIPTION OF OPERATIONS below	SEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- DOTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY  X UMBRELLA LIAB  CLAIMS-MADE  DED X RETENTION \$10,000  ORKERS COMPENSATION ND EMPLOYERS' LIABILITY NYPROPRIETOR/PARTNER/EXECUTIVE FIFICER/MEMBER EXCLUDED? Wandatory in NH) yes, describe under JESCRIPTION OF OPERATIONS below	SEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY  X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$ 10,000  FORKERS COMPENSATION ND EMPLOYERS' LIABILITY NYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Work dandatory in NH) Veys, describe under ESCRIPTION OF OPERATIONS below  TJ-CAP-9D897065TIL-18  TJ-CAP-9D8970	SEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRODUCT LOC  OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY  EXCESS LIAB  CLAIMS-MADE  DED X RETENTION \$ 10,000  FORKERS COMPENSATION ND EMPLOYERS' LIABILITY NO AUTOS ONLY  ND EMPLOYERS' LIABILITY NO AUTOS ONLY  ND EMPLOYERS' LIABILITY NO AUTOS ONLY  NO AUTOS ONLY  NO EMPLOYERS' LIABILITY NO AUTOS ONLY NO EMPLOYERS' LIABILITY NO AUTOS ONLY NO EMPLOYERS' LIABILITY NO AUTOS ONLY NO EMPLOYERS' LIABILITY NO AUTOS ONLY NO EMPLOYERS' LIABILITY NO AUTOS ONLY NO EMPLOYERS' LIABILITY NO AUTOS ONLY NO AUTOS	DED   X   RETENTION \$ 10,000	PERSONAL & ADV INJURY	SENL AGGREGATE LIMIT APPLIES PER:   POLICY   X   PRODUCTS - COMP/OP AGG   S

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

RE: Bic #31-2018 – Outdoor Playground Equipment

Lexington-Fayette Urban County Government is listed as additional insured as their interests may appear, during and until completion of each project performed by the Insured, on a primary and non-contributory basis, on the General Liability via CG 2010 and Automobile Liability via CA T4 37 policies, when required by written contract. A Waiver of Subrogation applies in favor of the additional insureds on the Workers compensation policy, when required by written contract.

CERTIFICATE HOLDER	CANCELLATION		
Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507	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 of Marsh USA Inc.		
	Manashi Mukherjee Manashi Mukherjee		

AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



# ADDITIONAL REMARKS SCHEDULE

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ADDI	I I OITAL ILLIII	ANNO SCHLDULL	1 age 01			
AGENCY Marsh USA, Inc.		NAMED INSURED Play & Park Structures				
POLICY NUMBER		Play & Park Structures 150 Playcore Drive SE Fort Payne, AL 35967				
CARRIER	NAIC CODE					
		EFFECTIVE DATE:				
ADDITIONAL REMARKS						
THIS ADDITIONAL REMARKS FORM IS A SCHED	ULE TO ACORD FORM,					
FORM NUMBER: 25 FORM TITLE: Cer	tificate of Liability Insura	ance				
Workers' Compensation (Continued):						
TROUB-9D90032-6-18 (AZ, FL, OR, WI, MA) TC2HUB-9D90031-4-18 (AL CA CO GA IA IL IN KS KY MD MI MN N	MO MT NO NE NV NY OK PA SO TN	TX LIT VA)				
UB-7J602089-18-14-G (AZ CA CO CT FL GA ID IL IN KS MD MN M						

COMMERCIAL AUTO

### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

INSURED: PLAYCORE GROUP, INC.

POLICY NUMBER: G2821800A 002

POLICY EFFECTIVE DATES: 08-01-2018 - 08-01-2019

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

INSURER AFFORDING COVERAGE:

Westchester Surplus Lines Insurance Co.

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

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations		
Blanket as required by written contract	As per written contract		
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
  - 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- 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 shown in the Declarations;

whichever is less.

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

ACCOUNT NAME: PLAYCORE GROUP, INC.

EFFECTIVE DATE: 08/01/2018 TO 08/01/2019



# WORKERS COMPENSATION AND **EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) \_

POLICY NUMBER: TC2N-UB-9D90031-4-18

# 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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

#### SCHEDULE

#### **DESIGNATED PERSON:**

AS REQUIRED BY WRITTEN CONTRACT

#### **DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 08-09-17 ST ASSIGN: