

**PLAYTOPIA, INC.
217 Murphy Ave.
Ferguson, KY 42533**

50 PERCENT DOWN, 50 PERCENT UPON COMPLETION CONTRACT AGREEMENT

THIS AGREEMENT, made on this day of March, in the year Two Thousand and Twenty-Five by and between the Village of Homer Glen hereinafter called the OWNER, and Playtopia Inc., hereinafter called the CONTRACTOR.

For the consideration hereinafter, named, the CONTRACTOR agrees with the OWNER, as follows:

ARTICLE ONE, DESCRIPTION OF WORK:

The Contractor agrees to furnish all material and labor necessary to complete: All work per Exhibit A attached herein at the Villas of Old Oak Park, and The Village of Homer Glen's request for proposal dated July 18, 2024, attached hereto as Exhibit B. To whatever extent the scope of work and other provisions as set forth in Exhibit B, conflicts with the scope of work and other provisions as set forth in Exhibit A, then the OWNER shall have the sole exclusive right to elect which provision or provisions control..

Location: Villas of Old Oak Estates Park

Owner: The Village of Homer Glen, Joseph D. Baber

14240 W 151st Street

Homer Glen, IL 60491

ARTICLE TWO, TIME OF COMPLETION:

The Contractor shall complete the Project in a workmanlike manner, rapidly, continuously and uninterruptedly and shall be completed no later than October 1, 2025 ("Scheduled Completion Date"); provided, however, if at any time progress on the Project is delayed by a cause beyond the control of Contractor after Contractor exercises reasonable efforts to avoid such delays, the Scheduled Completion Date shall be extended by the period of such delay.

ARTICLE THREE, THE CONTRACT SUM:

The Owner agrees to pay the contractor a deposit amount of \$237,524 to initiate production and scheduling, according to the agreed upon colors as indicated on the proposal dated October 28, 2024. The Owner agrees to pay the Contractor the remaining fifty percent, (final balance) of \$237,523.46 within thirty (30) day of completion of work. Prior to Payment, Contractor shall deliver all waivers of lien, together with the Contractor's final sworn statement. There will be a service charge of 1.5% per month on any unpaid balance beginning thirty (30)

days after the invoice statement is rendered. Delinquent accounts will be subject to lien filings or litigation. Any cost incurred for collection or lien applications and costs will be the responsibility of the Owner.

ARTICLE FOUR. TAXES, PERMITS, LICENSES, FEES:

The Contractor agrees to pay any and all Federal, State, or Local Taxes which are, or may be assess upon the material and labor which he furnishes under this contract.

Owner Tax Identification Number:

The Owner of this project, The Village of Homer Glen, is a tax exempt entity.

Their Tax ID # is 36-4438506

ARTICLE FIVE. REPLACEMENT OF DEFECTIVE WORK:

Prior to the Payment, Contractor shall promptly remedy any and all work in Project that fails to conform to all requirements of the Plans and Specifications and all applicable laws, statutes, codes, ordinances, rules, regulations, orders and decrees. From and after the Payment under this Agreement, Contractor, upon notice from Owner, shall promptly remedy any and all defects due to faulty materials, equipment or workmanship which appear within one year from the date of final payment, or within such longer period of time as may be prescribed by law. Nothing contained herein shall relieve Contractor of any liability in respect to hidden or latent defects in the Project as to which Contractor shall remain liable in the manner provided by law. The provisions of this paragraph shall apply to work performed and materials provided by Subcontractors of any tier as well as to work performed by employees or agents of Contractor.

ARTICLE SIX. REPRESENTATIONS AND WARRANTIES:

Contractor represents, warrants and covenants that:

A. Contractor shall provide all materials (other than those shown on the Plans and Specifications to be furnished by Owner), tools, machinery, implements, scaffolding, skilled and unskilled labor and any other item or facility necessary to properly perform the Project.

B. The Project will be built in strict accordance with any and all applicable building, zoning, health, fire, safety and other statutes, laws, codes, ordinances, rules, regulations and orders affecting the Project.

C. The Project will be build in strict accordance with the Plans and Specifications as may be modified from time to time pursuant to this Contract, in a good and workmanlike manner utilizing new and first quality materials fit for the uses and purposes for which they are intended and free from faults and defects.

ARTLE SEVEN. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

It is a condition of this Contract that the CONTRACTOR shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29 code of Federal Regulations, Part 1518 -published in the Federal Register on April 17, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work hours and Safety

Standards act (83 Stat. 96), and in accordance with any changes or amendments to any Federal, State or Municipal Safety of Health Standards.

The CONTRACTOR agrees to report all injuries to Owner as soon as possible, but in no event more than 48 hours after occurrence.

The Owner shall have the right to take any corrective measures required by Occupational Safety and Health Act of 1970 should the CONTRACTOR refuse to correct a violation.

ARTICLE EITHER: INSURANCE AND INDEMNIFICATION:

A. Contractor shall procure, prior to commencing any construction, and maintain in effect during the term of this Agreement, comprehensive general liability insurance (with completed operations and product liability coverage) with respect to the Project with limits of not less than \$1,000,000 per occurrence and a General Aggregate of \$2,000,000, with Products and completed operations of \$2,000,000 aggregate. Also required would be Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented, not less than: Bodily Injury/Property Damage: Combined Single Limit \$1,000,000 per occurrence. Contractor shall also require all of its subcontractors to maintain insurance with the foregoing limits. The Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, shall be included as an additional named Insureds, on a primary, non-contributory basis, on the insurance certificate(s) AND endorsements maintained by the Contractor.

B. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, (hereinafter referred to collectively as "Indemnitees"), from and against all claims, demands, damages, caused of action, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the construction work on the Project provided that any such claim, damage, loss or expense (i) is attributable to personal injury, bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any negligent act or omission of Contractor or any Subcontractor or any tier thereof, anyone directly or indirectly employed by any of them, or anyone for whom's acts any of them may be liable, regardless of whether or not it is caused in part by Owner or (iii) as a result of the failure of Contractor to perform its duties and obligations hereunder. In any and all claims against any of the Indemnitees by any employee of Contractor, any Subcontractor of any tier thereof, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, an indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount for type of damages, compensation or benefits, if any, payable by or for the Contractor or any Subcontractor of any tier thereof under worker's compensation acts, disability benefit acts, or other employee benefit acts. Nothing herein shall be construed as to require CONTRACTOR to indemnify the Indemnitees from any and all claims, damages, losses or expenses caused by the Indemnitees' sole negligence.

C. CONTRACTOR shall deliver all materials set forth in Article I above, to its final destination located at 13206 Old Oak Trail, Homer Glen, IL 60491, (hereinafter "Destination"),

and CONTRACTOR shall bear the risk of loss until perfect tender and delivery of said materials to the Village of Homer Glen, at the Destination.

ARTICLE NINE: MISCELLANEOUS:

A. **Governing Law.** This Agreement is being executed and delivered in Will County, Illinois and shall be governed by and construed and enforced in accordance with the laws of the State of Illinois with venue in the Circuit Court of Will County.

B. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience, and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

C. **Unenforceable Provisions.** If any term, covenant, warranty, paragraph, clause, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, and this Agreement shall be construed as if such invalid, void, or unenforceable provisions were omitted.

D. **Heirs and Assigns.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, devisees, legatees, successors and assigns.

E. **Remedies no Exclusive All** of the rights, benefits, and remedies provide to the Owner and the Contractor by this Contract, or by any instrument or document executed pursuant to this Agreement, shall be cumulative and shall not be exclusive of any rights, remedies, and benefits allowed by law or equity to the Owner and the Contractor.

F. **No Waiver of Rights.** Failure by Owner or Contractor to insist upon or enforce any of their rights shall not constitute a waiver thereof by the Contractor or Owner, and nothing shall constitute a waiver of the Owner's or Contractor's right to insist upon strict compliance with the provisions of this Agreement.

G. **Supersedes All Previous Agreements.** Contractor has not relied on any oral statements that are not included in this Agreement. This Agreement supersedes any and all previous agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement.

H. **Changes in Writing.** No changes or modifications of this Agreement shall be valid unless in writing and signed by all of the parties to this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

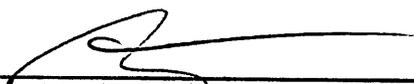
I. **The Parties to this Agreement agree and acknowledge that the terms and provisions herein shall not be construed against either Party, as the drafter or primary drafter of this Agreement.**

J. **This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois, or in the case of federal jurisdiction, in the United States District Court for the Northern**

district of Illinois. The Parties agree to submit to the jurisdiction of, and agree that venue is proper in, said court(s) in any such legal action or proceeding.

IN WITNESS WHEREOF, The parties hereto have executed this agreement the day and hear first written above.

CONTRACTOR: Playtopia, Inc.



Contractor Representative



(Witness)

OWNER: Village of Homer Glen



Mayor Christina Neltzke-Troike



(Witness)



HOMER GLEN

RIDER A

The Village of Homer Glen, (hereinafter referred to interchangeably as "Owner" or "Village"), and Plaintiff, (hereinafter to as referred (Business/Company/Organization Name)

"Company/Organization"), hereby acknowledge and agree that this RIDER A is hereby incorporated into the attached Agreement, dated 4/6/25, between the (Contract)

Parties, (hereinafter referred to as "Proposal"). The Parties acknowledge that this RIDER A, and the Proposal, shall constitute the full and complete understanding between the Parties, and the Parties further agree that to whatever extent the terms and provisions of this RIDER A conflict with the terms and provisions of the attached Proposal, the terms and provisions of this RIDER A shall control. The Parties understand and agree that this RIDER A and the Proposal constitute the full Agreement between the Parties, and is referred to hereinafter as the "Agreement".

I. Insurance:

The Company agrees to procure and obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance, in the following types and amounts:

- a) Worker's Compensation and Employer's Liability with limits not less than:
 1. Worker's Compensation: Statutory;
 2. Employer's Liability;
 3. \$1,000,000 injury-per occurrence
 4. Such insurance must evidence that coverage applies in the State of Illinois.
- b) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:

Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident.
- c) Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
 1. Each Occurrence: \$ 1,000,000

2. General Aggregate: \$2,000,000
3. Products and completed operations:
General Aggregate: \$2,000,000

→
Waived by
Village Board
on 4/9/2005

~~d) Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-forth basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy must apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Homer Glen. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior history. Company agrees to name the Village of Homer Glen, its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, as additional insureds on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. Company agrees to provide insurance with an endorsement naming the Village of Homer Glen and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys as additional insureds. Company further agrees that all insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Village.~~

e) Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the above as additional insureds, on a primary, noncontributory basis, must be submitted with the Certificate(s) of Insurance.

2. For any claims related to this Agreement, the insurance coverage must be primary insurance coverage at least as broad as ISO CG 20 01 04 13, as it relates to the additional insureds. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and attorneys, must be in excess of the Company's insurance, and not contributory with or to the Company's insurance. Company must procure and maintain for the duration of the

Agreement, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Company, its agents, authorized contractors, vendors, representatives, employees, and any sub-Companies.

3. The insurance shall contain no special limitation on the scope of protection afforded the Village, and shall contain a "contractual liability" clause. Athletic participation must not be excluded.

4. Insurance coverage shall waive all rights of subrogation against the Village.

II. Indemnification:

To the maximum extent permissible by law, Organization shall protect, defend, indemnify and hold harmless the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, (hereinafter referred to collectively as "Indemnitees"), from and against any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys' fees, ("hereinafter collectively referred to as Claims") for any injury to or death of any person, and any loss of or damage to any property that: (1) is caused, in whole or part by (i) the Organization, (ii) any sub-Organization, (iii) Organization's contractor or subcontractor; or (iv) any third-party; and/or (2) caused in part by the Village and any of the other Indemnitees. Nothing herein shall be construed as to require Organization to indemnify the Indemnitees from any and all claims, damages, losses or expenses caused by the Indemnitees' sole negligence. The Organization's obligations to protect, defend, indemnify and hold harmless shall not be construed to negate, abridge, or otherwise reduce any other right or obligations that the Organization may have to protect, defend, indemnify, and hold harmless, which would otherwise exist as to any party or person described in this Paragraph.

The Organization shall also protect, defend, indemnify, and hold harmless the Indemnitees from any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys' fees, incurred by the Village or any of the Other Indemnitees, by reason of Company's breach of any of its obligations under, or Company's default of any provision of this Agreement.

III. Miscellaneous Terms & Provisions:

a) If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the

remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

- b) The Parties to this Agreement agree and acknowledge that the terms and provisions herein shall not be construed against either Party, as the drafter or primary drafter of this Agreement.
- c) Company has not relied on any oral statements that are not included in this Agreement. This Agreement supersedes all prior agreements and understandings concerning the subject matter of this Agreement.
- d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, said court in any such legal action or proceeding.
- e) This Agreement may be executed in counterparts. Electronically executed copies are deemed to be the equivalent of physically signed originals. However, no signature shall be binding upon any one Party, unless all of the signatures to this Settlement and Agreement are duly executed by all Parties.

Agreed and Acknowledged by the Parties:

PLAYTOPIA - OWNER By:  Date: 4/10/25
ROBE T ODHUNT
Company,
(print name and title) Signature

Joseph D. Baker By: Joseph D. Baker Date: 4/10/25
Village of Homer Glen,
Village President or Village Manager Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. 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 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".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and 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.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

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

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
- c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. Fellow Employee is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this Loan or Lease Gap Coverage:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

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:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.
- C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

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

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us** of SECTION IV - CONDITIONS:

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization 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 that person or organization for which you have agreed to in a written contract to provide said waiver.

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 anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS
REQUIRED UNDER THE WRITTEN CONTRACT TO FURNISH THIS WAIVER.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-02-24**

Policy No. **WKY 5051216 05**

Endorsement No.

Insured **PLAYTOPIA INC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____