



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2024

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).

Table with PRODUCER and INSURED information, including contact details for Ray Canto and insurance coverage details for Hamilton Select, INFINITY, and Westchester.

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.

Main table listing coverages A, B, and C with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional insureds are included as/where required by written contract as respects to General Liability, Auto Liability, General waiver of subrogation, Auto waiver of subrogation, General Liability Primary Non-Contributory wording, and Workers Compensation waiver of subrogation, but limited to the operations of the Insured under said contract, and always subject to all the policy terms, conditions and exclusions per endorsements attached.

RE: Proof of insurance only.

Table with CERTIFICATE HOLDER (Proof of Insurance Only) and 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.)

**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
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
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
2. 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:

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 "bodily injury" or "property damage" occurring after:

1. 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;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

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)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

# 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:**

Where required by written contract or written agreement.

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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE
- PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE

It is understood and agreed that the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **4. Other Insurance, a. Primary Insurance**:

**SCHEDULE**

<b>Person(s) or Entity(ies):</b>	
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If no entry appears above, this endorsement applies to any person or entity that qualifies as an Additional Insured under this policy

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to any **Person(s) or Entity(ies)** shown in the **SCHEDULE** above you are required by written contract to add as an Additional Insured provided that:

1. The Additional Insured is a Named Insured under such other insurance; and
2. You have agreed by written contract that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract.

All other terms, conditions and exclusions remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED AGGREGATE PER PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following is added to this policy:

**SCHEDULE**

Maximum Aggregate Limit:	\$5,000,000
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**SECTION III – LIMITS OF INSURANCE** is amended with the addition of the following:

The General Aggregate Limit applies separately to each “project” of the Named Insured.

Notwithstanding the application of the General Aggregate limit to each “project” of the Named Insured, under no circumstances will we pay more than the Maximum Aggregate Limit shown in the **SCHEDULE** above for all claims arising out of all “projects” as applicable under this policy.

**SECTION V – DEFINITIONS**, is amended by adding the following:

“Project” means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, change orders or work done at multiple locations under one contract are not separate “projects” within the meaning of this coverage.

All other terms, conditions and exclusions remain unchanged.

**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD**

Named Insured Apptek Coachella Inc.			Endorsement Number
Policy Symbol CPW	Policy Number G28174287 008	Policy Period 10/26/2023 to 10/26/2024	Effective Date of Endorsement 10/26/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization(s): As required by written contract, prior to a loss to which this insurance applies.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**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 injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

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 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.

All other terms and conditions of this policy remain unchanged.



**ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS**

Named Insured Apptek Coachella Inc.			Endorsement Number
Policy Symbol CPW	Policy Number G28174287 008	Policy Period 10/26/2023 to 10/26/2024	Effective Date of Endorsement 10/26/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE:**

<p>Name of Person(s) or Organization(s): As required by written contract, prior to a loss to which this insurance applies.</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused in ,whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

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 exclusion is added:

**Exclusions**

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
- b. 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 the additional insured 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.

All other terms and conditions of this policy remain unchanged.

Named Insured Apptek Coachella Inc.			Endorsement Number
Policy Symbol CPW	Policy Number G28174287 008	Policy Period 10/26/2023 to 10/26/2024	Effective Date of Endorsement 10/26/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**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 GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

<p><u>Name of Person or Organization:</u> As required by written contract, prior to a loss to which this insurance applies.</p>
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(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** 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.

All other terms and conditions remain the same.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

Named Insured Apptek Coachella Inc.			Endorsement Number
Policy Symbol CPW	Policy Number G28174287 008	Policy Period 10/26/2023 to 10/26/2024	Effective Date of Endorsement 10/26/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTOR’S POLLUTION LIABILITY COVERAGE PART**

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

**Primary and Noncontributory Insurance**

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a.** The additional insured is a named insured under such other insurance; and
- b.** The **named insured** has agreed in a written contract or agreement that this insurance would:
  - (1)** act as primary insurance; and
  - (2)** would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.



# Infinity Commercial Auto

"11700 Great Oaks Way, Suite 450"  
"Alpharetta, GA 30022"

Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

## PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
Campbell, Adam Po Box 429 Cardiff By The Sea, CA 92007	504-61018-3012-001	10/26/2024 12:01 a.m.
	Named Insured	
	Apptek Inc	
	This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 500PNCV01 appears on your Declarations Page.	

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

### PART A – LIABILITY COVERAGE

### OTHER INSURANCE – PART A ONLY

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

- a. **You** have agreed in writing in a contract or agreement that the coverage afforded under **your** Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
- b. Such additional insured is a named insured under such other insurance.

**ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**