



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2022

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 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>PRODUCER</b> Leavitt Group Northwest PO Box 65770  University Place WA 98464	<b>CONTACT NAME:</b> CLC1 <b>PHONE (A/C, No, Ext):</b> (800)726-8771 <b>E-MAIL ADDRESS:</b> Broker	<b>FAX (A/C, No):</b> (866)728-9168
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Amateur Athletics Commission of Snohomish County DBA: Snohomish County Sports Commission 3101 Cedar Street Everett WA 98201	<b>INSURER A:</b> United States Liability Insurance Compa 25895	
	<b>INSURER B:</b> Philadelphia Indemnity Insurance Compar A18058	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 21/22 Master

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NBP2553733B	12/31/2021	12/31/2022	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NBP2553733B	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	AGGREGATE						\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		WA Stop Gap NBP2553733B	12/31/2021	12/31/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
B	Directors & Officers			PHSD1627233	6/18/2021	6/18/2022	Limit	1,000,000

**APPROVED**

By Diane Baer - Risk Management at 8:31 am, Jan 25, 2022

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

Snohomish County, it officers, officials, agents and employees are named additional insured with respect to General Liability per form BP145NPP 06.10

**CERTIFICATE HOLDER****CANCELLATION**

Snohomish County  
 3000 Rockefeller Avenue  
 Tourism M/S 407  
 Everett, WA 98201

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

PJ zcGilmer/PJGILM

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**UNITED STATES LIABILITY INSURANCE GROUP**  
**WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – LIABILITY, C., Who Is An Insured** is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”. However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
  - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
  - b. The construction, erection or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”.

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written

agreement is in effect.

## **EXCLUSIONS**

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury”:

1. That occurs after all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under a written contract, written permit or written agreement has ended; or

When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of “your work” performed for a federal, state or local government or political subdivision under a written permit; or
5. Included within the “products-completed operations hazard”.

## **CONDITIONS**

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**BUSINESS INCOME AND EXTRA EXPENSE LIMIT**

It is agreed that under the SECTION I – PROPERTY; A. Coverage; 5. Additional Coverages; f. Business Income; (4) “This Additional Coverage is not subject to the Limits of Insurance of SECTION I – PROPERTY.” is deleted in its entirety and replaced with the following:

(4) The most we will pay under the Business Income additional coverages is the Limit of Insurance which will be shown in the DECLARATIONS or EXTENSION OF DECLARATIONS.”

It is agreed that under the SECTION I – PROPERTY; A. Coverage; 5. Additional Coverages; g. Extra Expense; (4) “We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of SECTION I – PROPERTY.” is deleted in its entirety and replaced with the following:

(4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. The most we will pay under the Extra Expense additional coverages is the Limit of Insurance which will be shown in the DECLARATIONS or EXTENSION OF DECLARATIONS.”

The limit shown for Business Income and Extra Expense on the DECLARATIONS or EXTENSION OF DECLARATIONS is the total limit for both additional coverages.

All other terms and conditions of this **Policy** remain unchanged. This endorsement is a part of your **Policy** and takes effect on the effective date of your **Policy** unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**SEPARATION OF INSUREDS CLARIFICATION ENDORSEMENT**

It is agreed:

**SECTION II – LIABILITY; E. Liability And Medical Expenses General Conditions; 4. Separation Of Insureds** is deleted in its entirety and replaced with the following:

**4. Separation of Insureds**

The Limits of Insurance of **Section II – Liability** applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or “suit” is brought, but nothing in this endorsement shall serve to increase the Limits of Insurance beyond the Per occurrence, per person, per premises, per common cause, aggregate or any similar limit stipulated in the Declarations.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**EXCLUSION – SPECIFIC ACTIVITIES, EVENTS OR CONDITIONS OR OVER 2,500 PEOPLE**

This policy does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, medical expenses or “damages” directly or indirectly arising out of, resulting from or in consequence of any insured’s sponsorship, organization, operation or involvement, directly or indirectly, in any:

- I.** Activity, event or condition involving any of the following:
  - a.** Hay rides or animal-driven rides of any kind;
  - b.** Airplane, helicopter or balloon shows, rides or demonstrations;
  - c.** Boating, fishing, surfing, water skiing, jet skiing, wave running, water tubing, ice skating, snow skiing, snowboarding, snow tubing and other activities or events on water or snow;
  - d.** Extreme sports including but not limited to bungee jumping, base jumping, sky diving, hang gliding, zip lining or any other similar sports;
  - e.** Bonfires, camp fires or open fires;
  - f.** Outdoor camping with or without the use of tents;
  - g.** Swimming and other activities in bodies of water other than guarded public pools;
  - h.** Carnivals;
  - i.** Circuses;
  - j.** Haunted attractions, corn mazes and similar activities;
  - k.** Mechanical rides/devices or water parks;
  - l.** All-terrain vehicle or snowmobile or any other motor vehicle races, competitions, demonstrations or shows, including mud bogs;
  - m.** Heavy metal, hard rock, rap or hip-hop concerts;
  - n.** Parades in which objects of any kind are thrown or launched to spectators;
  - o.** Political rallies, protests or demonstrations;
  - p.** Rodeos; or
  - q.** Pub crawls, bar tours, wine walks or similar events in which attendees consume alcoholic beverages at multiple establishments in a single day or night.
  
- II.** Activity, event or condition including but not limited to those listed above with attendance that exceeds two thousand five hundred (2,500) people.

However, coverage is provided for any insured’s attendance and/or participation in the above activities, events or conditions so long as any insured does not sponsor, organize or operate same.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**EXCLUSION - INJURY TO PERFORMERS OR ENTERTAINERS**

This insurance does not apply to:

- (A) "Bodily injury", medical expenses or "personal and advertising injury" to any performer or entertainer for which any insured may be held liable in any capacity; or
- (B) Any obligation of the insured to indemnify or contribute with another because of damages arising out of the "bodily injury", medical expenses or "personal and advertising injury" as a consequence of (A) above; or
- (C) "Bodily injury", medical expenses or "personal and advertising injury" sustained by the spouse, child, parent, brother or sister of a performer or entertainer of any insured as a consequence of "bodily injury" or "personal and advertising injury" to such performer or entertainer.

This exclusion applies to all claims and "suits" by any person or organization for damages because of such "bodily injury", medical expenses or "personal and advertising injury" including damages for care and loss of services.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**HIRED AUTO AND NON-OWNED AUTO LIABILITY**

**A.** Insurance is provided only for those coverages for which a specific limit or premium charge is shown in the Declarations.

**1. HIRED AUTO LIABILITY**

The insurance provided under **SECTION II – LIABILITY; A. Coverages 1. Business Liability**; applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

**2. NON-OWNED AUTO LIABILITY**

The insurance provided under **SECTION II – LIABILITY; A. Coverages 1. Business Liability**; A. Coverages 1. Business Liability, applies to “bodily injury” or “property damage” arising out of the use of any “non-owned auto” in your business by any person other than you.

**B.** For insurance provided by this endorsement only:

**1.** The exclusions, under **SECTION II – LIABILITY; B. Exclusions; 1. Applicable to Business Liability Coverage**; other than exclusions **a., b., d., f.** and **i.** and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

**a.** “Bodily injury” to:

**(1)** An “employee” of the insured arising out of and in the course of:

**(a)** Employment by the insured; or

**(b)** Performing duties related to the conduct of the insured’s business; or

**(2)** The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

This exclusion applies:

**(a)** Whether the insured may be liable as an employer or in any other capacity; and

**(b)** To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

**(i)** Liability assumed by the insured under an “insured contract”; or

**(ii)** “Bodily injury” arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

**b.** “Property damage” to:

**(1)** Property owned or being transported by, or rented or loaned to the insured; or

**(2)** Property in the care, custody or control of the insured,

**2. SECTION II – LIABILITY; C. Who Is An Insured**; is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

**a.** You;

**b.** Any other person using a “hired auto” with your permission;

**c.** For a “non-owned auto”, any partner or “executive officer” of yours, but only while such “non-owned auto” is being used in your business; and

**d.** Any other person or organization, but only for their liability because of acts or omissions of an insured under **a., b.** or **c.** above.

None of the following is an insured:



- (1) Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
  - (2) Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
  - (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
  - (4) The owner or lessee (of whom you are a sub lessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
  - (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
3. This insurance does not apply: If you regularly deliver the good or products which you are in the business of selling, "Bodily Injury" or "Property Damage" arising out of the delivery of those goods or products.
  4. This insurance does not apply: If you deliver any goods or products for a charge, "Bodily Injury" or "Property Damage" arising out of the delivery of those goods or products.
- C. The following additional definitions apply:
23. **"Auto Business"** means the business or occupation of selling, repairing, servicing, storing or parking "autos".
  24. **"Hired Auto"** means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees" or members of their households, or from any partner or "executive officer" of yours. This DOES NOT include any "Auto" you lease for a period of more than 30 consecutive days.
  25. **"Non-Owned Auto"** means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**AMENDMENT OF LIQUOR LIABILITY EXCLUSION**

It is agreed:

**SECTION II – LIABILITY; B. EXCLUSIONS; 1. c. Liquor Liability** is deleted in its entirety and replaced with the following:

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Actual or alleged violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured ; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

if the "occurrence" which caused the "bodily injury" or "property damage", arises or results, directly or indirectly from Paragraph (1), or (2) or (3) above.

However, this exclusion applies only if:

- (1) An insured is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages; or
- (2) An insured sells or serves, or furnishes alcoholic beverages in exchange for a charge, fee or donation of any kind; or
- (3) An insured permits a person to bring alcoholic beverages for consumption on any insured's premises or at any insured's event in exchange for a charge, fee or donation of any kind.

All other terms and conditions of this policy remain the same. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**COVERAGE EXTENSION – EDUCATION SERVICES**

For purposes of coverage provided by this endorsement, it is agreed that the BUSINESSOWNERS COVERAGE FORM, SECTION II, is amended to add the following. Except as otherwise provided herein, the other terms, exclusions, conditions and provisions of the BUSINESSOWNERS COVERAGE FORM shall apply to coverage provided by this endorsement.

A. The provisions of Paragraph A. **Coverages 1. Business Liability** apply to the liability of an insured for “Wrongful Acts” as defined in this endorsement.

B. Paragraph B. **Exclusions** is amended as follows:

1. **Applicable To Business Liability Coverage, b. Contractual Liability** is deleted in its entirety and replaced by the following:

**b. Contractual Liability**

Any express warranties or guarantees by you or liability assumed by you under a contract unless you would have been legally liable in the absence of such contract.

The following Exclusions are added:

1. The performance of or failure to perform “Education Services” for:

- a. you;
- b. any entity owned or controlled by you;
- c. any entity which is under common ownership or control of you; or
- d. any entity of which you are a director, an officer, a partner, or more than three percent (3%) a shareholder.

2. “Bodily injury”, “property damage” or “personal and advertising injury” caused by “Wrongful Acts” as defined in this endorsement.

C. Paragraph C. **Who Is An Insured**, is amended by the addition of the following:

2. Each of the following is also an insured:

- a. Your directors, officers, trustees, committee members, volunteers or “employees” but only for “education services” rendered in the conduct of your operations subject to the limitations set forth under Section C. **Who Is An Insured, 2., (1) and C. Who Is An Insured, 2., (2)**.

D. Paragraph D. **Liability And Medical Expenses Limits Of Insurance 2.** is deleted and replaced by the following:

2. The most we will pay for the sum of all damages because of all:

- a. “Wrongful Acts” is the Liability And Medical Expenses limit shown in the Declarations.

The Limits of Liability for “Wrongful Acts” shall be part of and not in addition to the Aggregate limits of liability set forth in Paragraph D.4.b.

**E. Paragraph F. Liability And Medical Expenses Definitions,** is amended to add the following:

"Education Services" means instruction, training, seminars, workshops and other types of educational or informational services rendered by you or on your behalf solely in the conduct of your operations as described in the application submitted for this Policy. “Education Services” does not mean any services for which you charge tuition for providing such services.

“Wrongful Act” means any actual or alleged error, omission or negligent act committed solely in the rendering of or failure to render “education services” by you. The same “wrongful act”, an interrelated series of “wrongful acts,” or a series of similar or related “wrongful acts” shall be deemed to be one “wrongful act” and to have commenced at the time of the earliest “wrongful act.”