

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2024

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).

<u> </u>			
First Choice Insurance Services	CONTACT NAME: Shannon O'Dell  PHONE (A/C, No, Ext): 509-638-2558 (A/C, No):		
1324 N. Liberty Lake Rd., #167	E-MAIL ADDRESS: shannon@fcins.biz		
Liberty Lake, WA 99019	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Allmerica Financial Benefit Insurance Co (	Hanover)	
INSURED Atmosphilia DLLC	INSURER B: American Guarantee & Liability Ins Co (Zurich)		
Atreya Law Office, PLLC	INSURER C: Coalition Insurance Company		
18200 15th Ave. NE, Unit 101	INSURER D:		
Seattle, WA 98155	INSURER E :		
	INSURER F:		

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.

	CLUSIONS AND CONDITIONS OF SUCH							
INSR LTR	TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
^	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$ 1,000,000
Α							MED EXP (Any one person)	\$ 5,000
		Υ		Z22 J268398	1-1-2025	1-1-2026	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO- JECT LOC	Δ	DE	PROVED			PRODUCTS - COMP/OP AGG	\$ incl
	OTHER:		• •	NOVED				\$
	AUTOMOBILE LIABILITY	Ву	Dian	e Baer - Risk Management at	8:46 am, De	ec 03, 2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
Α	OWNED SCHEDULED AUTOS			Z22 J268398	1-1-2025	1-1-2026	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER OTH- STATUTE ER	\$1,000,000
^	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	Z22 J268398	722 1269209	1-1-2025	1-1-2026	E.L. EACH ACCIDENT	\$
	(Mandatory in NH)			1-1-2023	1-1-2020	E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
В	Lawyers Professional Liability	N		LPL 0986676	1-1-2025	1-1-2026	LPL Per Claim	\$1,000,000 \$1,000,000
С	Cyber	N		policy number pending	1-1-2025	1-1-2026	LPL Aggregate Cyber Aggregate	\$1,000,000

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

Certificate Holder is an Additional Insured on Policy A via the Small Commercial Liability Companion Endorsement (form #822-0001 08 19) Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory (copy of applicable language attached)

CERTIFICATE HOLDER C	ANCELLATION
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Snohomish County its officers, officials, employees, & agents 3000 Rockefeller Ave., M/S 610 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

Symon R O'Dell

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# SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

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# SECTION I - ADDITIONAL INSURED PROVISIONS

- A. Automatic Additional Insured Provisions Including Primary and Non-contributory:
  - SECTION II WHO IS AN INSURED is amended to include as an insured any person or organization described in paragraphs 4.a through 4.g. below, whom you agree to add as an Additional Insured.
  - 2. However, the insurance afforded to such Additional Insured described below:
    - **a.** Only applies to the extent permitted by law.
    - **b.** Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.
    - c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.
    - **d.** Will not be broader than coverage provided to any other insured.

- e. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- f. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- 3. The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:
  - **a.** Required by the applicable written contract, agreement or permit, if any; or
  - **b.** Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.

#### 4. Additional Insureds

The following persons or organizations qualify as additional insureds under this endorsement:

The following is added to **SECTION II – WHO IS AN INSURED**:

#### a. Broad Form Vendors

- (1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- (2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- **(b)** Any express warranty unauthorized by you;
- **(c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product:
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a

- container, part or ingredient of any other thing or substance by or for the vendor;
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained within the exclusion in paragraphs (d) or (f) above; or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (i) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Co-owner of Insured Premises

Any person or organization who is a coowner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

# c. Controlling Interest

Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

### d. Mortgagee, Assignee, or Receiver

Any mortgagee, assignee or receiver, but only with respect to their liability as

mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

### e. Grantor of Franchise

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

### f. Lessor of Leased Equipment

Any person or organization from whom you lease equipment is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any "occurrence" that takes place after the equipment lease expires.

# g. Manager or Lessor of Premises

Any person or organization from whom you lease premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

However, this provision does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in the premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).
- B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory
  - 1. Any person or organization who does not qualify as an Additional Insured in A. Automatic Additional Insured Provisions Including Primary and Non-contributory, 4. Additional Insureds, paragraphs a. through g. above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or

the acts or omissions of those acting on your behalf, but only with respect to:

- **a.** Premises you own, rent, lease or occupy;
- b. Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;
- **c.** "Your work" included in the "products-completed operations hazard", but only if:
  - (1) The written contract, agreement or permit requires you to provide such coverage to the additional insured; and
  - (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- **2.** The insurance afforded to such additional insured described above:
  - a. Only applies to the extent permitted by law.
  - b. Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.
  - c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.
  - **d.** Does not apply if the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.
  - **e.** Will not be broader than coverage provided to any other insured.
  - f. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
  - g. Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".
  - h. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - i. Does not apply to any lessor of equipment after the equipment lease expires.
  - j. Does not apply to any:
    - (1) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense

is committed after the lease for the land expires; or

- (2) Managers or lessors of premises if:
  - (a) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
  - (b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- **k.** Does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- Required by the written contract, agreement or permit described in B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Noncontributory, paragraph 1. or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

# **SECTION II – COVERAGE EXTENSIONS**

- A. Supplementary Payments Extension
  SECTION I COVERAGES, SUPPLEMENTARY
  PAYMENTS COVERAGES A AND B, paragraph
  1. is replaced by the following:
  - 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
    - a. All expenses we incur.

- b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- **c.** The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

## **B.** Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- C. Broad Form Property Damage Legal Liability The following is added to SECTION III - LIMITS OF INSURANCE, Paragraph 6.

The Damages to Premises Rented to You Limit shown on the Declarations will apply to a claim because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily