SPECIAL EVENT LIABILITY ENDORSEMENT
INCLUDING LIQUOR LIABILITY

For an additional premium, we will provide the coverage described in this endorsement.

POLICY PERIOD
The coverage provided under this endorsement applies only to occurrences during the policy period.

DEFINITIONS
For purposes of this endorsement the words below mean the following:

Bodily injury means bodily harm, sickness, disease or death of a person.

Business means:
1. a trade;
2. profession; or
3. occupation;
engaged in on a full-time, part-time or occasional basis.

Insured means the named insured and each honoree.

Insured contract means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at, or as, the event location.

Occurrence means:
1. an accident, including continuous or repeated exposure to substantially the same general conditions, occurring at the event location during the policy period, that results in bodily injury or property damage; or
2. an offense, including a series of related offenses, committed at the event location during the policy period, that results in personal injury.

Organizational Insured means:
The organization named in the additional insured section of the Declarations, but only with respect to conduct of the business also named in the additional insured section of the Declarations and includes:
1. Sole owner, partners, or managers, of the Organizational Insured and their spouses;
2. The executive officers and directors of the Organizational Insured; and
3. Volunteer workers, but only while performing duties for the Organizational Insured or employees, but only for acts within the scope of their employment by the Organizational Insured.

Personal injury means injury other than bodily injury caused by any of the following offenses committed on the event date at the event location:
1. False arrest, detention, or imprisonment, or malicious prosecution;
2. Libel, slander or defamation of character; or
3. Invasion of privacy, wrongful eviction or wrongful entry.

Policy Period means date shown as the event date in Special Event Liability section of the Declarations.

Pollutants mean one or more solid, liquid, gaseous, or thermal irritant or contaminant. It also includes smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

Property damage means physical injury to, destruction of, or loss of use of tangible property.

Territory means the United States of America, its territories and possessions. It also means Puerto Rico or Canada, and cruise ships leaving from a port within these territories.

All other definitions remain the same.

LIABILITY COVERAGES
1. Bodily Injury, Property Damage and Personal Injury

If a claim is made or a suit is brought against an insured for damages because of bodily injury, property damage or personal injury caused by an occurrence to which this coverage applies, we will:

a. Pay up to our limit of liability for the damages for which an insured is legally liable. Damages include prejudgment interest awarded against an insured;

b. Provide a defense at our expense by counsel of our choice. We will provide a defense even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the occurrence exhausts our limit of liability.
2. Additional Payments

When arising out of an occurrence to which this coverage applies, we will cover the following if coverage applies to the occurrence:

a. Costs and expenses we incur to defend a claim or lawsuit against an insured;

b. Interest which accrues after judgment in a lawsuit and before we pay, offer, or deposit in court that part of the judgment which does not exceed our limit of liability;

c. Premiums on bonds but only for that portion of the bond not exceeding our limit of liability. These are covered only if required in a suit we defend. We have no duty to apply for or furnish these bonds; and

d. Reasonable expenses incurred by an insured at our request. This includes actual loss of wages up to $100 a day due to attendance at hearings or trials at our request.

These are covered in addition to our limit of liability.

LIMITS OF LIABILITY

1. The most we will pay for all damages for any one occurrence is the limit of liability shown on the Declarations. This is the most we will pay regardless of the number of insureds. This is also the most we will pay despite of the number of claims made, suits brought, persons injured, property damaged, or exposures or premiums shown on the Declarations.

2. The general aggregate limit is the most we will pay for all damages to which this insurance applies. This general aggregate limit applies despite of the number of occurrences. Other than as set out below (regarding an insured's liability for damage to property rented to or hired by an insured), there is no separate limit for any person or entity insured under this endorsement.

3. Subject to the general aggregate limit and the per occurrence limit, the most we will pay for all property damage to the event location is the limit of liability shown on the Declarations as property damage liability sub-limit. This limit includes loss to any fixtures and contents rented, hired, loaned to, or within any insured's care, custody or control at the event location. This limit is the most we will pay despite the number of insureds, claims made, suits brought, property damaged or exposures.

LIABILITY EXCLUSIONS

This endorsement does not apply to:

1. Bodily injury or property damage expected or intended by an insured even if the resulting bodily injury or property damage:
   a. is of a different kind, quality or degree than expected or intended; or
   b. is sustained by a different person, entity, real or personal property, than expected or intended.

But, exclusion 1. does not apply to bodily injury which results from the use of reasonable force by an insured to protect persons or property.

2. Bodily injury, property damage or personal injury
   a. arising out of a named insured's or an honoree's business pursuits or business property.
   b. for which an insured may be held liable by reason of:
      i. causing or contributing to the intoxication of any person;
      ii. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
      iii. violation of any law or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

Exclusion 2.b. applies only if the insured is in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

   c. arising out of:
      i. the ownership, maintenance, use, loading or unloading, or entrustment of any motor vehicle, motorized vehicle, non-motorized transportation, trailer, watercraft, aircraft or recreational vehicle;
      ii. vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using any motor vehicle, motorized vehicle, trailer, watercraft, aircraft or recreational vehicle;
      iii. the failure to supervise, or the negligent supervision, of any person, by an insured in connection with any motor vehicle, motorized vehicle, trailer, watercraft, aircraft or recreational vehicle;

   d. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances
include but are not limited to cocaine, marijuana, LSD and all narcotic drugs. This exclusion shall not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

e. arising out of the acts or omissions of any provider of goods or services in conjunction with the event. This applies whether or not they are a paid contractor or vendor.

f. arising out of the rendering or failing to render professional services.

g. arising from a violation of a penal statute or ordinance, with the knowledge of an insured.

h. arising out of the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of pollutants:
   i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured, or
   ii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured.

Subparagraph 1. does not apply to property damage arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire means one which becomes out of control or breaks out from where it was intended to be.

i. arising out of the actual, alleged or threatened absorption, adsorption, ingestion or inhalation by any person of lead or asbestos at or from any premises, site or location which is or was at any time owned, occupied, rented or loaned by an insured.

j. caused directly or indirectly by war, including the following and any sequence of the following:
   i. undeclared war, civil war, insurrection, rebellion or revolution;
   ii. warlike act by military force or military personnel; or
   iii. destructive seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a war-like act, even if accidental.

k. arising directly or indirectly from an occurrence outside of the territory.

l. arising out of ownership, maintenance, use, loading, unloading or entrustment to others of any mechanical, inflatable or motorized amusement device.

m. arising out of the preparation or presentation of a pyrotechnic show, fireworks display, or laser light production.

3. Bodily injury or personal injury.
   a. to an insured;
   b. arising out of the transmission of a communicable disease by an insured;
   c. arising out of sexual molestation, corporal punishment or physical or mental abuse.

4. Property damage to property owned by, loaned to, rented to, or in the care, custody or in control of an insured.

Subject to this endorsement's property damage sublimit of liability, this exclusion 4. does not apply to the extent an insured assumed contractual obligation for property damage to an event location, or to any fixtures or contents rented, hired, loaned to, or within any insured's care, custody or control at the event location.

5. Personal Injury
   a. arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity;
   b. arising from:
      i. advertising, broadcasting or telecasting activities by an insured, or
      ii. libel, slander, defamation or violation of privacy if:
         (a) the same first injurious publication or utterance occurred prior to the date of issue, or
         (b) the offense committed is about any organization or business, its products or services and made with knowledge of the falsity by or at an insured's direction.
   c. arising out of a breach of contract;
   d. arising out of the use of an electronic chat room or bulletin board.

6. Damages:
   a. for which any person seeking coverage under this endorsement is required to pay by reason of assumption of liability in a contract or
agreement or by bailment. However, this exclusion does not eliminate coverage for damages:

i. That any person seeking coverage under this endorsement would have in the absence of the contract, bailment or agreement, and provided they are otherwise covered under this endorsement; or

ii. Assumed by an insured in a contract or agreement that is an insured contract, provided the damages are otherwise not excluded by this policy.

b. an insured or any company providing primary insurance may have to pay under any of the following laws:

i. workers’ compensation law;

ii. unemployment compensation

iii. disability benefits; or

iv. any other similar law.

c. which are designated as punitive, exemplary or statutory multiple damages.

7. Any loss, cost or expense arising out of any:

a. request, demand or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that anyone tests for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of any pollutants.

b. claim or suit by or on behalf of a governmental testing authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of any pollutants.

8. Any amounts assessed against an insured by a corporation or association of property owners.

DUTIES AFTER OCCURRENCE

In the event of an occurrence which may involve the coverage provided by this endorsement, you (or someone acting for you) must perform the following duties that apply. You must help us by seeing that these duties are performed.

1. Give written notice to us or our agent as soon as is reasonably practicable, which sets forth:

a. the identity of the policy and the named insured;

b. reasonably available information on the time, place and circumstances of the occurrence; and

c. name and addresses of any claimants and witnesses.

2. Promptly forward to us every notice, demand, summons or other process relating to the occurrence.

3. At our request, help us with the items below.

a. Make settlement;

b. Enforce any right of contribution or indemnity against any person or organization who may be liable to you;

c. With the conduct of suits and attend hearings and trials;

d. Secure and give evidence and obtain the attendance of witnesses;

e. Cooperate with and assist us in any manner concerning a claim or suit; and

f. Submit to examinations by us, under oath, as we may reasonably require.

4. You will not, except at your own cost, voluntarily make payment, assume obligation or incur expense.

OTHER INSURANCE

The insurance we provide in this endorsement is excess over any other valid and collectible insurance available to an insured.

All other provisions of this policy apply.