



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2021

2/28/2020

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).

PRODUCER	Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME:	
		PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Tokio Marine Specialty Insurance Company	23850
		INSURER B: Allied World Assurance Company (U.S.) Inc.	19489
		INSURER C: Philadelphia Indemnity Insurance Co.	18058
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES FAIRE01 CERTIFICATE NUMBER: 15646257 REVISION NUMBER: XXXXXXXX

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 <input checked="" type="checkbox"/> SIR: \$25,000 <input checked="" type="checkbox"/> Host Liq. Liab. Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PPK1949390	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Not Applicable PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ See Below PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	PHPK2102937	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	0310-5813	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
D	Excess Liability (2nd Layer)	N	N	CX00FY20	3/1/2020	3/1/2021	\$15,000,000 XS \$10,000,000

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

The Named Insured is continued to read: Fairfield Development L.P.; FF Properties L.P.; FF Realty III LLC; Fairfield Pompano LP. Re: Pompano Beach, 601 N. Federal Hwy., Pompano Beach, FL 33062. Certificate Holder is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Referenced Excess or Umbrella Liability policy is follow form to all underlying policies as provided on the policy or endorsements.

APPROVED

By Cindy Lawrence at 4:52 pm, Nov 04, 2020

## CERTIFICATE HOLDER

15646257  
City of Pompano Beach  
P.O. Drawer 1300  
Pompano Beach FL 33061

## CANCELLATION See Attachments

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

*[Signature]*

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As Respects General Liability:

General Aggregate Limit Per Policy: \$15,000,000

General Aggregate Limit Per Project and Per Location: \$2,000,000

Stop Gap Coverage Limit: \$1,000,000

As Respects General Liability - See Attached Endorsement(s):

Additional Insured - Where Required Under Contract or Agreement - CG20260413

Self-Insured Retention (Per Occurrence with Aggregate Limitation)

Limited Advice of Cancellation Provided via E-Mail - IL 00 17 11 98

ATTENTION CERTIFICATE HOLDER:

FOR CANCELLATION PROVIDED VIA EMAIL, PLEASE PROVIDE AN EMAIL ADDRESS TO RECEIVE LIMITED  
ADVICE OF CANCELLATION VIA EMAIL TO [hsorensen@lockton.com](mailto:hsorensen@lockton.com)

As Respects General Liability:

Separation Of Insureds:

Except with respect to the Limits of Insurance, and any rights or duties specifically  
assigned in the coverage part to the first Named Insured, this insurance 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.

Terrorism Coverage is included subject to terms and conditions of the policy

As Respects Umbrella / Excess Liability:

A. Separately to each insured against whom claim is made or "suit" is brought. Terrorism Coverage is included  
subject to terms and conditions of the policy. Umbrella follows form of underlying liability coverage.

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

**SELF-INSURED RETENTION  
(Per Occurrence with Aggregate Limitation)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Self-Insured Retention: \$25,000**

**Aggregate Amount: Not applicable**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

In consideration of the premium charged, it is agreed that the limits of insurance for each of the coverages provided by this policy will apply excess of the Self-Insured Retention shown in the Schedule. This amount will be referred to as the Retention Amount.

**RETENTION AMOUNT:**

- A. shall apply only to claims or "suits" covered under this policy;
- B. shall apply separately to each such claim or "suit"; and
- C. shall include all amounts under the supplementary payments section of the policy.

In the event of your bankruptcy or insolvency, this insurance will not replace the Retention Amount, but will apply as if the Retention Amount is applicable.

However, bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under the applicable Coverage Form(s).

The total Retention Amount for which you are liable is limited to the Aggregate Amount shown in the Schedule for the policy period. The Aggregate Amount is applicable even if the policy is terminated prior to the expiration date.

In addition to your duties under item 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS), you must notify us in writing as soon as practicable, but not later than 60 days after you receive notice of any claim or "suit" involving:

- A. a fatality,
- B. dismemberment or amputation,
- C. paraplegia or quadriplegia,
- D. loss or impairment of eyesight or hearing, or
- E. any loss which, in your reasonable judgment, taking into account past or anticipated supplementary payments in connection with the loss, may result in payments equal to or exceeding 50% of the Retention Amount.

On a quarterly basis, you or your loss adjusting representative must provide us with a written summary of all "occurrences", claims, or "suits" which have or may result in payments within the Retention Amount.

This written summary must show:

- A. the date of the "occurrence", claim, or "suit";
- B. the name(s) of the injured person(s) or identification of the damaged property;
- C. a description of the injury or damage;
- D. a recent status of the "occurrence", claim, or "suit";
- E. the amount paid or set aside as a reserve, including supplementary payments, resulting from the claim or "suit".

In the event of an "occurrence", claim, or "suit", you will make the necessary investigation and defense. We will not be obligated to assume charge of the investigation of an "occurrence", defense, or settlement of any claim or "suit" against you, but we will have the right and be given the opportunity to associate with you or your Claims Administrator or both at our own expense, or assume charge of the investigation of an "occurrence", or defense or settlement of any claim or "suit" that, in our opinion, involves or appears reasonably likely to involve us.

You and your Claims Administrator will cooperate with us when we elect to so associate or assume charge. If we assume charge of the investigation, defense or settlement of any claim you will still be responsible for the payment of the Retention Amount.

You will not make or agree to any settlement for an amount in excess of the Retention Amount without our express prior written approval.

The Retention Amount will be applied separately to each claim or "suit", first as respects the payments of damages and then to the payment of Supplementary Payments. The balance of any Supplementary Payments due will be payable by us in addition to our Limit of Insurance.

If a claim or "suit" involves Supplementary Payments only, in no event will you or any insured be obligated to pay Supplementary Payments in connection with any "occurrence" for an amount greater than the Retention Amount.

When we have used up the applicable Limits of Insurance in the payment of judgments or settlements, we will no longer be obligated to pay any claim, "suit", or judgment, or to pay any share of Supplementary Payments. This applies both to claims and "suits" pending at that time and those filed thereafter.

In the event there is other insurance, whether or not collectible, applicable to an "occurrence", claim, or "suit" within the Retention Amount, you will continue to be responsible for the full Retention Amount before the limits of insurance under this policy apply.

For purposes of this Endorsement only, the term "occurrence" shall include an offense giving rise to "personal injury" or "advertising injury".

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative.

Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

**ADDITIONAL INSURED - DESIGNATED  
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):**  
**As where required by written contract prior to loss.**

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

## **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

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.

## ENDORSEMENT

forms a part of

policy No. PHPK2102937

issued to Fairfield Residential Company, LLC

by THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

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

### **ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

#### **SCHEDULE**

#### **ADDITIONAL INSURED:**

**Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".**

**I. SECTION II- LIABILITY COVERAGE, A. Coverage, 1.- Who Is Insured**, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.