

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2016

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).

PRODUCER	1-800-851-7740	CONTACT NAME:	Linda Jones	Acct. #2	38003	
Florists' Mutual Insurance C   Florists' Insurance Services		PHONE (A/C, No, Ext)	800-851-7740, Ex	t 1966	FAX (A/C, No): 866-8	319-9256
P O Box 428		E-MAIL ADDRESS:	ljones@hortica.c			
1 Horticultural Lane Edwardsville, IL 62025			INSURER(S) AFFORD	ING COVERAGE		NAIC#
Vosters Insurance Inc.		INSURER A:	FLORISTS MUT INS	CO		13978
INSURED		INSURER B:				
Townscapes Florida Inc. Town Scapes		INSURER C:				
1777 Aurora Road		INSURER D :				
Melbourne, FL 32935	FT. 32935					
melbourne, FL 32935		INSURER F:				
001/504.050	0=D=1=10.4== NUMBED		_			

#### **COVERAGES CERTIFICATE NUMBER:** 46644838 **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		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	GENERAL LIABILITY			FICBP 14669	12/01/15	12/01/16	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	X POLICY PRO- JECT LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	X UMBRELLA LIAB OCCUR			EX 11026	03/18/16	03/18/17	EACH OCCURRENCE	\$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED X RETENTION \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCN 34926	12/01/15	12/01/16	X WC STATU- TORY LIMITS OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	.,,,					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 1777 Aurora Road LLC is added as their interest may appear as per the attached blanket liability additional insured form L FL2032 (07/12) RE: 1777 Aurora Road, Melbourne FL 32935

CERTIFICATE HOLDER	CANCELLATION
1777 Aurora Road LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
508 N Harbor City Boulevard	AUTHORIZED REPRESENTATIVE
Melbourne, FL 32935	Jama B. Vostere Jr.

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

## OTHER THAN CONTRACTORS BLANKET ADDITIONAL INSURED – WHEN REQUIRED BY WRITTEN CONTRACT

#### MISCELLANEOUS AND VENDOR - PRIMARY & NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE (optional - see paragraph B.)

Name Of Additional Insured Person(s) Or Organization(s) Or Vendor(s) required by "written contract":	Your Products per the Vendor's "written contract":
	As designated by the Additional Insured/Vendor requirements of the "written contract".

#### A. ADDITIONAL INSUREDS - MISCELLANEOUS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) described in paragraphs 1. through 9. below whom you are required by "written contract" to add as an additional insured to this Coverage Part.

#### 1. LESSOR OF LEASED EQUIPMENT

A lessor from whom you lease equipment.

Such lessor of leased equipment is insured 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 lessor.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

## 2. OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

An owner or other interest from whom land has been leased by you.

Such owner or other interest is insured only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land;
- **(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such owner or other interest.

### 3. MANAGER(S) OR LESSOR(S) OF PREMISES

A manager or lessor of premises leased to you.

Such manager or lessor is insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such manager(s) or lessor(s).

#### 4. MORTGAGEE, ASSIGNEE OR RECEIVER

A mortgagee, assignee or receiver of premises owned, maintained or used by you.

Such mortgagee, assignee or receiver is insured only with respect to liability arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such mortgagee, assignee or receiver.

#### 5. CONTROLLING INTEREST

A person or organization with a controlling interest in you.

Such person or organization is insured only with respect to liability arising out of:

- (a) Their financial control of you; or
- (b) 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.

#### 6. CO-OWNER OF INSURED PREMISES

A co-owner in property co-owned by you and to which this insurance applies.

Such co-owner is insured only with respect to their liability as co-owner of such premises.

## 7. EXECUTORS, ADMINISTRATORS, TRUSTEES OR BENEFICIARIES

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

## 8. STATE, GOVERNMENTAL OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization to you, subject to the following additional provisions:

(a) This insurance applies only with respect to operations performed by you or on

- your behalf for which the state or governmental agency or political subdivision has issued a permit.
- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

# 9. STATE, GOVERNMENTAL OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization to you, subject to the following additional provisions:

- (a) Premises you own, rent or control and to which this insurance applies. This insurance applies only with respect to following hazards:
  - i. 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
  - **ii.** The construction, erection or removal of elevators; or
  - **iii.** The ownership, maintenance or use of any elevators covered by this insurance.
- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.
- **B.** Coverage provided to such additional insured(s) is limited as follows:
  - 1. The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.
  - 2. The insurance afforded to such additional Insured(s) only applies to the extent permitted by law.
  - Coverage will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
  - **4.** Coverage does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.

- 5. Coverage provided to an additional insured described in paragraph A. above does not apply to "bodily injury' or "property damage" included within the "products-completed operations hazard."
- 6. 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 is the amount of insurance:

- (a) Required by the "written contract"; or
- **(b)** 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.

#### C. ADDITIONAL INSURED - VENDORS

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) (referred to throughout paragraph **C**. as vendor) when you and such vendor have agreed in a "written contract" that such vendor be added as an additional insured on this Coverage Part.

Such vendor is insured only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business

However, coverage to such vendor(s) is limited as follows:

- 1. The "written contract" requirement for additional insured status is automatically fulfilled for any vendor shown in the Schedule above.
- **2.** The insurance afforded to such vendor only applies to the extent permitted by law.
- Coverage afforded to such vendor will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for such vendor.
- Coverage does not apply to any vendor(s) covered as an additional insured on any other endorsement attached to this Coverage Part.
- 5. Coverage provided to such vendor does not apply to "bodily injury' or "property damage" included within the "products-completed operations hazard."
- **6.** With respect to the insurance afforded to these vendor(s), the following is added to SECTION III LIMITS OF INSURANCE:

The most we will pay on behalf of such vendor is the amount of insurance:

(a) Required by the "written contract"; or

**(b)** 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.

- **7.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor 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, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make 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;
  - (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; or
  - (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 in Subparagraphs (d) or (f); 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.

8. This insurance does not apply to 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.

#### D. ADDITIONAL INSURED - EXCLUSION

With respect to the insurance afforded to the additional insureds described in paragraphs **A.** and **C.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured.

## E. ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insureds described in paragraphs **A.** and **C.** by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

#### F. ADDITIONAL INSURED - DUTIES

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended to add the following conditions for the additional insured(s) described in paragraphs **A.** and **C.**:

An additional insured under this endorsement will as soon as practicable:

- 1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.
- 2. Provide us any written documentation which triggered automatic additional insured status or waiver of recovery rights.
- 3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

#### H. ADDITIONAL INSURED - DEFINITIONS:

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

"Written contract" means a written contract or written agreement that requires you to make the person(s) or organization(s) described in paragraphs **A.** and **C.** of this endorsement an additional insured on this Coverage Part, provided the "written contract":

- **1.** Is effective during the term of this Coverage Part;
- Was signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part; and.
- Pertains to the contractual relationships described in Paragraphs A. and C. of this endorsement.