



Piggyback Checklist

Contract Number/Name: Omnia Partners Contract # 2017001135

Services/Supplies to be provided: Purchase and installation of playground equipment, safety surface and shade.

Using Department(s): Department of Parks, Recreation and Cultural Arts (PRCA)

ITEMS VERIFIED	YES	NO	COMMENT
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	Yes		
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	Yes		
Piggyback Contract is Valid? Contract Expiration Date: 06/30/2026 (includes renewal terms, see comments)	Yes		Initial Term: 7/1/2017 – 6/30/22 1st renewal: 7/1/22 – 6/30/24 2nd renewal: 7/1/24 – 6/30/26
Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	Yes		
Does the piggyback contract have acceptable terms and conditions?	Yes		
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	Yes		
Is pricing "Fair and Reasonable" in the piggyback contract?	Yes		
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?	Yes		
Piggyback Contract has Warranty Conditions?	Yes		
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)		No	

Verified By: *S. Vazquez*
Date: *09/23/2021*



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggyback Request Form

(Use for purchase(s) over \$5,000, when piggybacking off other contracts)

Date 09.23.2021

Department/Office PRCA

Division/Area 300101

Requestor David Vazquez

Title Assistant Director

Phone 954.921.3404

Email dvazquez@hollywoodfl.org

1. Requested Vendor Kompan

Vendor Number 33556

Address 605 W Howard Lane, Suite 101, Austin TX 78753

Contact Person Oscar Lopez

Title Sales Representative

Phone 800.426.9788

Email OscLop@Kompan.com

2. Contract title and number requesting to piggyback? OMNIA Partners - contract #: 2017001135

Awarding Agency City of Charlotte, NC

Contract Expiration Date June 30, 2022

Copy of Contract and Awarding Agency documentation is attached (provide if available).

☒ Yes ☐ No

[Kompan Inc. Cooperative Contract |](#)
[Contract Documentation \(omniapartners.com\)](#)

3. Product/Service being requested (be specific). Purchase and installation of playground equipment, shade and safety surfacing.

4. Detailed description of the product/service's function and purpose. As part of the city's General Obligation Bond (GOB) projects, Poinciana Park is proposed to have the playground renovated. The renovation includes demolition and installation of new playground equipment, shade and safety surfacing.

5. Please explain what process the Department/Office took to verify and/or identify this contract. Kompan's sales representative was contacted for a quote.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain PRCA is working with multiple playground vendors on multiple playground renovation capital improvement projects.

7. Total cost of the requested product/service. \$220,390.57

8. Total estimated annual (fiscal year) cost of requested product/service. \$0.00

Account Number(s) 333.309901.57200.563010.001205.000.000

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.


Requestor's Signature

10/11/2021
Date


Director's Signature

10/12/2021
Date

Sales Proposal

Poinciana Park
Opt2
David Vazquez
1301 21st Ave.
Hollywood, FL 33020

Quote No. SP81881-8
Customer No. 490161
Document Date 09/21/2021
Expiration Date 11/20/2021

Sales Representative Oscar Lopez
E-Mail OscLop@Kompan.com
Phone No. 305-542-7063 / 800-426-9788

Bill-to Name City of Hollywood

Project Name US264971 Poinciana Park

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
Omnia Partners Contract #2017001135					
<u>PCE211902-0901</u>	Lhotse With Roof - Sky In-ground 90cm	1 Pieces	40,990.00	15.00	34,841.50
					
<u>KSW924-CUSTOM</u>	2 Bay Swing, 2 Belts, 2 Infant Seats In-ground 90cm 20128106	1 Pieces	5,040.00	15.00	4,284.00
					
<u>ELE400024-3717E</u>	Spinner Bowl - Red In-ground 90cm	1 Pieces	1,300.00	15.00	1,105.00
					
<u>ELE400024-3717BL</u>	Spinner Bowl - Blue In-ground 90cm	1 Pieces	1,300.00	15.00	1,105.00
					
<u>M18701-12P</u>	Ocean Seesaw In-ground 60cm	1 Pieces	5,880.00	15.00	4,998.00
					
FREIGHT	Freight	1 Pieces	3,557.87		3,557.87
INSTALL SPECIAL	Install of Kompan Equipment	1 Pieces	17,833.33	5.00	16,941.66

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Bill-to Name City of Hollywood

Project Name US264971 Poinciana Park

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US-SA-CUSTOMSHADE	Supply & install 47' x 20' x 15'6" peak, hip canopy. Includes foundations, labor, and delivery.	1 Pieces	33,630.77	5.00	31,949.23
US-SA-SHADE-ENGDRW	ENG Sealed DRW & CALC for Shade	1 Pieces	2,500.00		2,500.00
US-DEMO	Demolition of existing equipment from sand (1) Main Large Structure (1) Yellow Climbing Structure (1) 3 Bay Swing Set (1) Shade structure and all 4 footers	1 Pieces	16,153.84	5.00	15,346.16
US-EXCAVATION	Excavation & Disposal of 4896 SF up to 8" of sand	4,896 Sq. Feet	3.49	5.00	16,232.69
US-CONCRETE CURBING	Installation of 230 LF of 6"x8" of Concrete Curb	230 Feet	36.92	5.00	8,067.02
US-CUSTOM-SURFACING	Provide & Install 3136 sf of Aromatic PIP Perma Play: 2 in (4 ft Critical Fall Height) - 1423 Sq ft Perma Play: 2.5 in (5 ft Critical Fall Height) - 838 Sq ft Perma Play: 3.5 in (8 ft Critical Fall Height) - 875 Sq ft Includes Trike Track per Drawing	3,304 Sq. Feet	19.92	10.00	59,234.11
US-CUSTOM-SUBBASE	Provide & Install 3136 SF of Compacted Sub-Base at 6 inches depth.	3,304 Sq. Feet	4.23	10.00	12,578.33
US-MISC-SERVICES	Provide Security for PIP	1 Pieces	1,200.00		1,200.00
US-MISC-SERVICES	Provide Dumpster & Dispose of Refuse	1 Pieces	950.00		950.00

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Expiration Date 11/20/2021

Sales Representative Oscar Lopez
E-Mail OscLop@Kompan.com
Phone No. 305-542-7063 / 800-426-9788

Bill-to Name City of Hollywood

Project Name US264971 Poinciana Park

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US-PERMIT-3	Permit Fee	1 Pieces	3,500.00		3,500.00
US-ENGSTAMP-DRW-2	Engineered Stamped Drawings	1 Pieces	2,000.00		2,000.00

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Please allow 14-16 weeks for product delivery upon order placement
Equipment is as per site plan L2.0 dated 4/1/2021.

*Customer is responsible for backfill around concrete curb

Description	Qty	Retail Price	Discount	Net Price
No. of Products	7			
Subtotal - Products		90,640.77	9,858.04	80,782.73
Subtotal - Sitework		43,882.49	2,086.62	41,795.87
Subtotal - Surfacing		65,815.68	6,581.57	59,234.11
Subtotal - Installation		37,309.25	2,289.26	35,019.99
Subtotal - Freight		3,557.87		3,557.87
Total USD				220,390.57

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment, 50% Net 30 days

Installation Site Address

Poinciana Park
Parks & Recreation
David Vazquez
1301 21st Ave.
Hollywood, FL 33020
Phone No. 9549213404



Sales Proposal

Poinciana Park
Opt2
David Vazquez
1301 21st Ave.
Hollywood, FL 33020

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Bill-to Name City of Hollywood

Sales Representative Oscar Lopez
E-Mail OscLop@Kompan.com
Phone No. 305-542-7063 / 800-426-9788

Project Name US264971 Poinciana Park

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

General Assumptions

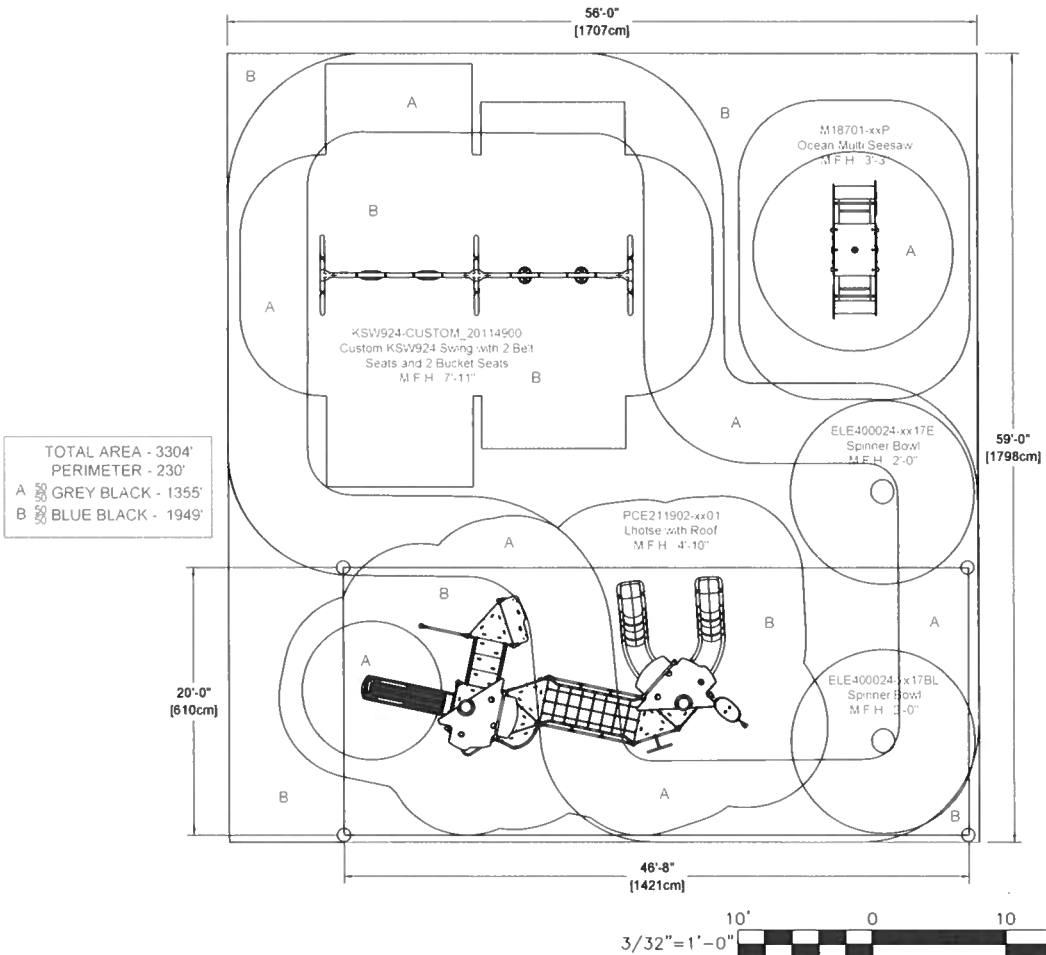
- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPANs 2D drawing or CAD drawings. Customer to provide site “benchmark” to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN’s SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing
- Utilities site location services and/or relocation of any underground utilities
- On site dumpster for disposal of shipping containers and general construction debris

08/08 8/17/2021 8:37 AM 3/24



NOT FOR CONSTRUCTION
GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

4	Added Space	08/17/21
NO	REVISION	ISSUE
DESIGN	DESIGN	DESIGN
DATE	DATE	DATE
08/17/21	08/17/21	08/17/21
DRAWN BY	DRAWN BY	DRAWN BY
ManSca	ManSca	ManSca
SHEET	SHEET	SHEET
L2.0	L2.0	L2.0

Poinciana Park Option 3

KOMPAN
Let's play

David Vazquez

From: Tanya Bouloy
Sent: Thursday, September 23, 2021 3:06 PM
To: David Vazquez
Cc: Horace McLarty
Subject: RE: COI review Kompan, Inc.

acceptable

From: David Vazquez <DVazquez@hollywoodfl.org>
Sent: Thursday, September 23, 2021 2:54 PM
To: Tanya Bouloy <TBouloy@hollywoodfl.org>
Cc: Horace McLarty <HMCLARTY@hollywoodfl.org>
Subject: RE: COI review Kompan, Inc.

Tanya,

View attachment top of 2nd page.

DV

From: Tanya Bouloy
Sent: Thursday, September 23, 2021 2:46 PM
To: David Vazquez <DVazquez@hollywoodfl.org>; Horace McLarty <HMCLARTY@hollywoodfl.org>
Subject: RE: COI review Kompan, Inc.

Hi,

City needs to be additional insured for both general liability and auto. This only has us for general. Please resubmit.

Thanks

From: David Vazquez <DVazquez@hollywoodfl.org>
Sent: Thursday, September 23, 2021 2:24 PM
To: Horace McLarty <HMCLARTY@hollywoodfl.org>; Tanya Bouloy <TBouloy@hollywoodfl.org>
Subject: COI review

Good afternoon,

COI is for purchase and installation of playground equipment, shade structure and safety surfacing. Project cost is approx. \$224K.

DV



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
07/08/2021

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com FAX (A/C, No): 1-888-467-2378																					
INSURED Kompan Inc. Kompan California, Inc 605 W Howard Lane, Suite 101 Austin, TX 78753	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	Scottsdale Insurance Company	41297	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	Scottsdale Insurance Company	41297																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W21597182**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 <input checked="" type="checkbox"/> Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 1058275-06	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP-0246011-03	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS0119699	06/28/2021	04/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> 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 No	N/A	Y	WC-0246012-03	04/01/2021	04/01/2022
A	Excess General Liability, Products & Professional Liability			16207	04/01/2021	04/01/2022	Per Occ/Agg Deductible \$5,000,000 \$50,000

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

Certificate Holder is included as an Additional Insured as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Hollywood Parks and Recreation and Cultural Arts 1405 South 28 Avenue P.O. Box 229045 Hollywood, FL 33022-9045	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 <i>(Signature)</i>
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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Kompan Inc. Kompan California, Inc 605 W Howard Lane, Suite 101 Austin, TX 78753	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to Auto Liability when required by written contract.

Auto Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured when required by written contract.

Waiver of Subrogation applies in favor of Certificate Holder with respects to Auto Liability when required by written contract.

Waiver of Subrogation applies in favor of Certificate Holder with respects to Workers Compensation as permitted by law.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP 0246011-03	04/01/2021	04/01/2022		81007000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1058275-06	04/01/2021	04/01/2022		11744020	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: KOMPAN, INC.

Address (including ZIP Code):

605 W HOWARD LANE SUITE 101

AUSTIN, TX 78753

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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 the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, 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:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; 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.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 1058275-06	04/01/2021	04/01/2022		11744020	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1058275-05	04/01/2021	04/01/2022		11744020	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION TO WHICH YOU	
ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A	
WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR	30
TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS	
PROHIBITED BY LAW.	

All other terms and conditions of this policy remain unchanged.

Certificate of Insurance



NOTE: This insurance certificate describes the insurance cover as per the date of issuance of the certificate and it does not imply any restriction for the insurance to be changed or cancelled.

The undertaking of Zurich Danmark, Filial af Zurich Insurance plc, Ireland, does not in any case include, neither as against the insured nor against any third party, anything other than stated in the insurance contract documents in force at the time of application.

Zurich Danmark, Filial af Zurich Insurance plc, Ireland

Zurich certifies that the following insurance policies have been issued to:

Policyholder	Kompan A/S C.F. Tietgens Boulevard 32C 5220 Odense SØ Denmark	
Policy no.	16207	
Insured	Kompan Inc., USA	
Type of insurance	General & Products Liability including Professional Indemnity	
Policy period	April 1, 2021 – March 31, 2022	
Geographical Area	Worldwide	
Limit of liability	Per Occurrence	USD 5.000.000
	Per Aggregate	USD 5.000.000

Place and date Copenhagen, April 9, 2021

Zurich Danmark, Filial af Zurich Insurance plc, Ireland

Mette Helmo Skov
Senior Underwriter Liability

Zurich Danmark, Filial af Zurich Insurance plc, Ireland
Reg.no. 31184606, reg.in Danish Branch Office Register

Postal address: Frederiksgade 17, DK-1265 Copenhagen K, Denmark
Telephone: +45 3246 6600

Zurich Insurance plc
a public limited company incorporated in the Republic of Ireland
Registered office: Zurich House, Ballsbridge Park, Dublin 4, Ireland
Reg. no. 13460 in the Corporate Registration Office, Ireland

WARRANTY

WE HAVE INDUSTRY-LEADING WARRANTIES



LIFETIME* Warranty

- Hot-Dip galvanized parts
- Stainless steel parts
- EcoCore™ and other high-density polyethylene (HDPE) parts

15-year warranty

- High-pressure laminate (HPL) parts
- Aluminum parts

10-year warranty

- Painted surface on galvanized or aluminum metal parts
- Pre-galvanized posts with painted top layer
- Electrogalvanized metal parts
- Solid plastic parts
- Wood-plastic composite parts
- Robinia, Siberian larch, pine, & other wood types
- Stainless Steel Slides
- Transparent Poly Carbonate (PC) parts
- Hollow plastic parts
- Rope and net constructions

5-year warranty

- Resin coated plywood parts
- Springs & ball bearing assemblies
- Graphic print on transparent PC panels
- Concrete parts
- Galaxy connection balls

2-year warranty

- Moveable plastic & metal parts
- Rubber membranes
- Screens and electronic parts
- Sunshades & sail solutions

KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms & delivery conditions apply and supplement this warranty.

WARRANTY COVERAGE

This warranty applies to KOMPAN's products and spare parts for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge.

PROPER INSTALLATION AND MAINTENANCE

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. The warranty for the ICON electrical components are dependent on those products being installed by an ICON trained and approved installer.

WARRANTY EXCLUSIONS

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and not covered.

SAFETY STANDARDS

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification service whereby a designated independent laboratory, TOV SUD America Inc., (TUV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playplaces and Equipment, except clauses 10 and 11; or both. A list of current validated products and components may be viewed at www.ipema.org.

NEAR WATER INSTALLATIONS

Products installed in direct contact with chlorinated water or saltwater (waterparks), or products installed within 650 feet from the shore are not covered by the KOMPAN warranty for any defects caused by corrosion.

Specially designed products (handled Variant department for customized products and upgraded to corrosion class C4) installed within 650 feet from the shore will be covered by 5 years of warranty in relation to structural defects caused by corrosion.

THIRD-PARTY SUPPLIED PRODUCTS & SERVICES

KOMPAN provides non-KOMPAN branded products and installation services performed by certified third-party suppliers. This general KOMPAN warranty does not apply to such non-KOMPAN branded products and installation services, which may carry their own warranties. KOMPAN will pass on information on such warranties where possible.

FREIGHT AND WAREHOUSING

Global transport and logistics arranged by KOMPAN appointed forwarder. Products/items are not to be stored outside waiting for installation and must be kept dry at all times.



KOMPAN®

KOMPAN, Inc | 605 W. Howard Lane | Suite 101 | Austin, TX 78753 | 1-800-426-9788



Office 904-217-0516
Sales 904-803-6594
Fax 904-342-7995
www.ShadeAmerica.com

SHADE AMERICA, INC. #3604 Harbor Dr. Saint Augustine, FL

32084

Warranty

Designed to meet the requirements of the 2017 Uniform Building Code, our structures must be used under normal conditions and excludes the following conditions:

- Misuse
- Vandalism
- Damage caused by others
- Riots
- "Acts of God"

Shade Net

Shade America, Inc. provides a warranty for a period of 10 years against fading, rot, UV deterioration, loss of strength, color change (except Red and Yellow which have a 3-year warranty), or faulty workmanship. Typical shade net life expectancy can exceed 10-12 years. Waterproof shade fabric has a limited 5-year warranty.

Structure

Shade America, Inc. provides a 20-year warranty against failure due to corrosion and deterioration. Workmanship warranty is 1-year from installation. Fabric poles and framework rated for wind speeds of 70mph.

Hardware

Please note that cables used in the larger cable design structures are not a warranty item.

All warranty claims will be prorated from date of installation.

**Pro-Techs
Surfacing, LLC**



Pro-Techs Surfacing Perma Play 2-Layer System

PRO-TECHS SURFACING PERMA PLAY 2-LAYER SYSTEM

FIVE-YEAR LIMITED PERFORMANCE WARRANTY

Subject to the following terms and conditions, Pro-Techs Surfacing, LLC (Seller), warrants to the Buyer that the Pro-Techs Surfacing Perma Play 2-Layer System sold to the Buyer will be free from defects in material and workmanship for a period of five (5) years from the time of completion of its pour-in-place job installation application, installed onto a prerequisite preparation standard established in writing prior to sale.

The Seller further warrants that the Perma Play product will not prematurely deteriorate to the point of bonded failure because of foot traffic for a period of (5) years from installation completion date, where the product is used for its intended purpose as a Playground Safety Surface.

Defected or failed area(s) are defined as: Surface cracking, bubbling, delamination, pitting, or loss of impact attenuation. Loss of impact attenuation cushion integrity is further defined as failure to comply with ASTM F1292-17 Standard Specification for Impact Attenuation of Playground Surfacing Materials Within the Use Zone of Playground Equipment. As a precautionary maintenance measure, a listing of the acceptable cleaning solutions for the surface can be found in the Perma Play Product Specification. In water play areas, pool surrounds, and similar applications, pool chemicals may affect coloration of the Perma Play product over time. Should a discoloration or yellowing of the Perma Play occur, this is not considered to be a product failure. Some granulation of the top coat surface is also normal and to be expected.

Buyer must provide written notice containing full details of such alleged failure/defect including pictures of the failed/defective area(s), and date when failure/defect was first detected. Written notification must be made within fourteen (14) days of the discovery of the failure/defect and no later than seven (7) days after the expiration of this warranty period. Seller shall not be responsible for any notices received from the Buyer after fourteen (14) days from date of Buyers first knowledge of the failure/defect or seven (7) days after the expiration of this warranty period.

NO ONE HAS THE AUTHORITY TO MAKE ORAL WARRANTIES AND ORAL WARRANTIES ARE NOT BINDING. EXCEPT FOR THE EXPRESSED WARRANTY STATED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED; INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PROCESS. NO RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

**Pro-Techs
Surfacing, LLC**



Seller shall determine the validity of all claims after written notice has been received and after sufficient evidence has been received and reviewed. If necessary, a Seller site visit may be required to determine the cause of the failure/defect and testing may need to be conducted. If it is determined that the alleged failure/defect is not valid, then any expenses associated with any recap or repair, along with any testing fees will be at the Buyers expense. Once seller validates the claim, seller's liability and buyer's remedies will be limited to the following: providing repair materials for the Perma Play product or recapping of the top coating, as determined by Seller in its sole discretion. The maximum value allowed by seller for replacement shall not exceed the original product purchase price.

Seller shall not be responsible for, and this warranty shall not apply to, any damage resulting from improper maintenance or use of unapproved cleaning materials, negligence, accidents, misuse, vandalism or abuse from sharp objects not permitted on the surface (including but not limited to pens, pencils, knives, athletic shoe spikes, high heels, broken glass, garden tools, or any such objects of likeness; machinery not intended for trafficking on the playground surface, improper substrate, minimal cure times or concrete/asphalt substrates not met as specified, base or sub-base design or construction, improper drainage, or caused by flooding, fire, other natural disasters and acts of God. This warranty excludes Seller from responsibility or obligation to the Buyer stemming from shrinkage or seam separation of custom graphic design.

Any damages to the Perma Play surface during the curing period will be repaired or replaced at the Buyer's expense. Minimum cure times for the Perma Play product are as follows: 24 to 72 hours is required before heavy foot traffic. In colder weather, below 60 degrees F (15 degrees C), cure times may be extended to allow the surface to fully cure and become tack free.

This limited warranty does NOT include the underlying material (e.g. existing surface, existing or new concrete, asphalt, sub-base or sub-grade), unless provided in the contract and installed by Seller. If included in the sales contract, Seller is responsible for proper compaction of only fill materials that they place/install, but not materials placed/installed by others. This includes any underlying clay/soil/granular fill/gravel installed by other parties. If the underlying material installed by other third parties fails for any reason whatsoever; from settling, hydrostatic pressure, cracking, shifting, heaving, or improper drainage, this warranty is void. If the underlying material is concrete or asphalt, application of curing agents is not allowed due to the possibility of causing delamination of the Perma Play product. This warranty shall not apply to surface shrinkage or separation along adjacent vertical substrates.

Buyer agrees not to make alterations to the Perma Play product surface without prior written authorization from Pro-Techs Surfacing LLC. Any unauthorized alteration by the Buyer shall void all warranties and shall require that Buyer hold harmless, defend and indemnify Seller from any claim, suit or cause of action, personal injury, death, or property damage arising out of or caused by such unauthorized alteration. For purposes of this agreement, alterations will include the use of unapproved products in combination with the Perma Play product including urethane binders or other surface systems applied to or on the top of the Perma Play product.

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Surfacing, LLC**



Seller's obligation will not extend beyond those expressly stated herein and will have no liability related to loss of use or profits, third party use, costs, expenses, damage or liability whether direct, indirect or for incidental or consequential damages.

This warranty only applies to Perma Play products for which payment in full has been received per the terms and conditions of the agreed contract. If payment in full has not been received or Buyer is in default of any of the terms and conditions of the contract, this warranty will be automatically voided.

Any disputes over a warranty claim shall be initially resolved by a joint investigation and discussion between the Buyer and Seller to reach a mutually agreeable resolution. In the event such resolution cannot be reached within 30 days from the date of initial conference, either party can submit in writing the specific issue to an arbitrator who is a member of the American Arbitration Association and located within the State of Ohio. Such arbitration to be conducted within the State of Ohio, Medina County, and such Arbitrator shall decide in accordance with the rules and regulations of the American Arbitration Association. The decision of said arbitration shall be binding and final for both parties.

The Seller must receive an authorized original hard copy of this warranty document to engage and activate the Limited Warranty.

Completion Date:

Warranty End Date:

THE PRODUCT WARRANTY IS COMPLETELY REPRESENTED HERE IN WRITING AS ALL PROMISES ARE DECLARED WITHIN THIS DOCUMENT. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE PRODUCT, OR ANY TO THE SURROUNDING PREMISES ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Customer Name:

Location of installation:

Manufacturer: **Pro-Techs Surfacing LLC, P.O. Box 301 Sharon Center, OH 44274**

Phone Number: **(330)-576-6058** Fax Number: **(330)-576-6786**

Buyer Signature _____ Date _____

(2L5yr 2/18)