

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/27/2007

PRODUCER (503)692-1520 FAX (503)692-1299  
KBI Insurance, Inc  
P.O. Box 888  
18660 S.W. Boones Ferry Rd.  
Tualatin, OR 97062

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Fine Painting and Allied Services, LLC  
DBA: EVAN HOUSE  
804 N. Killingsworth Ct.  
Portland, OR 97217

INSURER A: Ohio Casualty Insurance Co.  
INSURER B: SAIF  
INSURER C:  
INSURER D:  
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	53710282	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	53710282	01/01/2008	01/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	53710282	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	982361	01/01/2008	01/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER:  CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

1. **BLANKET ADDITIONAL INSURED (Owners, Lessees Or Contractors)**  
(Includes a Primary/Non-Contributory provision)

**Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

The insurance provided the additional insured is limited as follows:

A. The person or organization is only an additional insured with respect to liability caused by your negligence and:

1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease or occupy; or
2. Caused by your ongoing operations performed for the additional insured.

The insurance provided the additional insured in 1.A.2. above does not apply to:

a. **Coverage A - Bodily Injury and Property Damage Liability, Coverage B - Personal and Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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

b. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) that was performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

B. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits Of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

- C. The insurance provided the additional insured does not apply to the liability resulting from the negligence of the additional insured.
- D. As respects the coverage provided to the additional insured under this endorsement, **Section IV- Conditions** is amended as follows:

1. The following is added to **Condition 2. Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

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

- a. Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to **Condition 3. Legal Action Against Us:**

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.

3. The following is added to Paragraph a., **Primary Insurance of Condition 4. Other Insurance:**

If the additional insured's policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

4. The following is added to Paragraph b., **Excess Insurance of Condition 4. Other Insurance:**

Except as provided in Paragraph 4.a. Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies

#### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

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 any person or organization for whom 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 agreement.