



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2021

4/28/2020

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 Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Crum & Forster Specialty Insurance Co		44520
INSURER B: Starr Indemnity & Liability Company		38318
INSURER C: Allied World Assurance Company (U.S.) Inc.		19489
INSURER D: *** SEE ATTACHMENT ***		
INSURER E:		
INSURER F:		

**COVERAGES** \*\*\* **CERTIFICATE NUMBER:** 16344127 **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	Y	Y	EPK130855	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Prof/Poll -\$1M Limit	5/1/2020	5/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
A	<input checked="" type="checkbox"/> XCU			See Attached	5/1/2020	5/1/2021	MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Prof. Liab- See Att.						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	1000198920201	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						\$ XXXXXXXX
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	EFX115134 (\$5m Excess)	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB			0311-3141 (\$5m xs \$5m)	5/1/2020	5/1/2021	AGGREGATE \$ 5,000,000
C	<input type="checkbox"/> CLAIMS-MADE			Total \$10m Excess	5/1/2020	5/1/2021	Excess Layer \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		Y	1000003650	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liab.	N	N	01-309-53-57	5/1/2020	5/1/2021	See Attached
D	Prop/Inst.Ftr/Cargo			MKLM7IM0052590	5/1/2020	5/1/2021	See Attached
D	Foreign Liab.			WS11016514	5/1/2020	5/1/2021	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SEE ATTACHMENT FOR ADDITIONAL COVERAGES.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

<b>16344127</b> Stephen F. Austin State University 1936 North Street Nacogdoches TX 75962	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 

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Certificate Holder is an Additional Insured on General Liability and Automobile coverages per blanket endorsement within the scope of written contract with the Named Insured. Waiver of Subrogation in favor of the Certificate Holder applies on General Liability, Automobile and Workers' Compensation coverages per blanket endorsement within the scope of written contract with the Named Insured. The Excess Liability policy provides follow-form coverage over the General Liability, Automobile, Workers' Compensation, Maritime Workers' Compensation, and Foreign Liability policies. The nature of follow form coverage is that it is subject to the terms and conditions of the policies beneath it, including Additional Insured and Waiver of Subrogation status (among others, unless specifically excluded).

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Additional Person(s) or <u>Organization(s)</u>:</b>	<b>Location And Description Of Completed Operations</b>
Where Required by Written Contract	Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section III — Who Is An Insured** within the **Common Provisions** is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of "your work" at the location designated and described in the Schedule above performed for that additional insured and included in the "products-completed operations hazard".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) of Covered Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the **Common Provisions** is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B. With respect to the insurance afforded to these additional insured(s), the following exclusion is added:**

This insurance does not apply to “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) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of “your work” out of which the “bodily injury” or “property 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 a part of the same project.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION- ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by your ongoing operations performed for that insured by you, or by those acting on your behalf.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Section VI – Common Conditions, paragraph 11. Other Insurance** within the **Common Provisions** is amended by the addition of the following, which supersedes any provision to the contrary:

**d. Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**





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

## **LIMITED NOTICE OF CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART**

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the **Common Provisions**, Section **VI – Common Conditions** is amended by the addition of the following:

### **Limited Notice Of Cancellation**

In the event that we cancel this Policy for any reason other than non-payment of premium and;

- a.** The effective date of cancellation is prior to the expiration date of this Policy; and
- b.** You are under an existing written contractual obligation to notify a certificate holder when this Policy is canceled and have provided to us, either directly or through your broker of record, the email address of a contact at each such certificate holder; and
- c.** We received this information after you received notice of cancellation of this Policy and prior to the effective date of cancellation, via an electronic spreadsheet that is acceptable to us,

We will provide notice of cancellation via email to each such certificate holder within thirty (30) days of your providing such information to us. Proof of our emailing the notice of cancellation, using the information provided by you, will serve as evidence that we have satisfied our obligations under this condition.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

## **Starr Indemnity & Liability Company**

Dallas, TX 1-866-519-2522

### **Additional Insured Where Required Under Written Contract or Written Agreement Endorsement**

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Business Auto Coverage Form

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

It is hereby agreed that **SECTION II — COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is amended to include the following:

- d. Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written 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 written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**



Steve Blakey, President and  
Chief Executive Officer



Nehemiah E. Ginsburg, General CoCounsel



## Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

### Primary and Non-Contributory Amendatory Endorsement

Policy Number: 1000198920201

Effective Date: 5/1/2020 at 12:01 A.M.

Named Insured: Shermco Industries, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

#### MOTOR CARRIER COVERAGE FORM

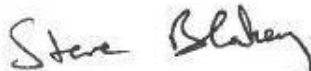
It is hereby agreed that SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 5. Other Insurance – Primary and Excess Insurance Provisions is deleted in its entirety and replaced by the following:

5. Other Insurance – Primary And Excess Insurance Provisions

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
  - (1) Primary and noncontributory if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.
  - (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.
- b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
  - (1) Primary and noncontributory if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.
  - (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.
- c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:
  - (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".
  - (2) Excess if the power unit is not a covered "auto".
- d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary and noncontributory for any liability assumed under an "insured contract".
- h. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

All other terms and conditions of this Policy remain unchanged.



Steve Blakey, President and  
Chief Executive Officer



Nehemiah E. Ginsburg, General Counsel

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Shermco Industries, Inc.

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

All person(s) or organization(s) with whom the named insured has entered into a written contract, prior to any loss (is), where the insured has agreed to waive their right of recovery against the other party in the contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

*Shermco Industries, Inc.*

*Effective Dates: 05/01/2020 to 05/01/2021*

*Policy Number: 1000003650*

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
**(Ed. 04-84)**

**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

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:      Policy No.:      Endorsement No.:

Insured:      Premium:

Insurance Company:      Countersigned by: \_\_\_\_\_

**WC 00 03 13**  
**(Ed. 04-84)**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 42 03 04 B**

**(Ed. 6-14)**

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

- 1.  Specific Waiver  
Name of person or organization

Q9 Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: All Texas Operations
- 3. Premium

The premium charge for this endorsement shall be 20% of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium: See Extension Page

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement	Policy No.:	Endorsement
Effective: Insured:	No.: Premium:	

Insurance Company: \_\_\_\_\_ Countersigned by: \_\_\_\_\_

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

**AMENDED WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

**SCHEDULE**

Name of Person(s) or Organization(s) Blanket when specifically required in a written contract with the named insured.
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**SECTION VI — COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us** within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.