

COMMERCIAL GENERAL LIABILITY COVERAGE

SOLE NEGLIGENCE OF INDEMNITEE EXCLUSION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Paragraph 17. **Insured Contract** under **SECTION IV – DEFINITIONS** is deleted and replaced with the following:

17. **Insured contract** means:

- 17.1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
- 17.2. A sidetrack agreement;
- 17.3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- 17.4. Any other easement agreement;
- 17.5. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
- 17.6. An elevator maintenance agreement;
- 17.7. A declaration of co-ownership;
- 17.8. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **compensatory damages** because of **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by you or by those acting on your behalf and provided that such **bodily injury** or **property damage** arises from **your work**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Sub-paragraph 17.8. does not include that part of any contract or agreement:

17.8.1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

17.8.1.1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

17.8.1.2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

17.8.2. Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render **professional services**, including those listed in sub-paragraph 17.8.1. above and supervisory, inspection, architectural or engineering activities.

Insured contract does not mean and does not include a contract or agreement, or any part of any contract or agreement, in which the Insured has assumed liability for the sole negligence of the Insured's indemnitee or of the other party to the contract or agreement.

All other terms and conditions of the Policy remain unchanged.