



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                |
|--|---|----------------|
| <b>PRODUCER</b><br>MARSH USA INC.<br>540 W. MADISON<br>CHICAGO, IL 60661<br>Attn: ITW.CertRequest@Marsh.com or Fax: 212-948-0300<br><br>300045-Hobar-GAW-14-15           | <b>CONTACT NAME:</b><br>PHONE (A/C, No. Ext):<br>E-MAIL:<br>ADDRESS:  | FAX (A/C, No): |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>                                  |                |
| <b>INSURED</b><br>ILLINOIS TOOL WORKS INC<br>ITW FOOD EQUIPMENT GROUP LLC<br>ATTN: VICKI LADE<br>701 S. RIDGE AVENUE<br>TROY, OH 45374-0001<br><br><i>Hobart Service</i> | <b>INSURER A:</b> Zurich American Insurance Company      NAIC # 16535 |                |
|  | <b>INSURER B:</b> American Zurich Insurance Company      NAIC # 40142 |                |
|  | <b>INSURER C:</b>   |                |
|  | <b>INSURER D:</b>   |                |
|  | <b>INSURER E:</b>   |                |
|  | <b>INSURER F:</b>   |                |

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-006015155-02      **REVISION NUMBER:** 11

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 SUBR INSD WVD  | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|---|---|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   |   | GLO 9441382-00  | 11/01/2014              | 11/01/2015              | EACH OCCURRENCE \$ 3,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>S.I.R. \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS<br><br><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$ |   | BAP 9373447-11  | 11/01/2014              | 11/01/2015              | COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>COMP./COLL. DED. \$ 500,000<br><br>EACH OCCURRENCE \$<br>AGGREGATE \$                               |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | WC 9373451-12 (AOS Ded)<br>WC 9373452-12 (Retro - Wl) | 11/01/2014              | 11/01/2015              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 ITW FOOD EQUIPMENT GROUP LLC INCLUDES THE FOLLOWING AS INSURED: HOBART (SUCCESSOR TO HOBART CORPORATION), HOBART BAKERY SYSTEMS, BAXTER MANUFACTURING, TRAUlsen, VULCAN FOOD EQUIPMENT GROUP FKA VULCAN-HART, AXIOM EQUIPMENT, AVERY BERKEL, BERKEL, CRIMSCO, GAYLORD INDUSTRIES, KAIRAK, SOMAT, STERO, WITTCO FOODSERVICE EQUIPMENT, WOLF, PEERLESS GROUP.  
 DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE.  
 INSURANCE COVERAGE IS SUBJECT TO POLICY EXCLUSIONS, POLICY TERMS AND CONDITIONS.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>STEPHEN F. AUSTIN STATE UNIVERSITY,<br>ITS OFFICIALS, DIRECTORS, EMPLOYEES,<br>REPRESENTATIVES AND VOLUNTEERS<br>ATTN: PROCUREMENT & PROPERTY SERVICES<br>1936 NORTH STREET<br>NACOGDOCHES, TX 75962 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |
|---|---|

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**ADDITIONAL REMARKS SCHEDULE**

|                          |           |   |  |
|--------------------------|-----------|---|--|
| AGENCY<br>MARSH USA INC. |           | NAMED INSURED<br>ILLINOIS TOOL WORKS INC.<br>ITW FOOD EQUIPMENT GROUP LLC<br>ATTN: VICKI LADE<br>701 S. RIDGE AVENUE<br>TROY, OH 45374-0001 |  |
| POLICY NUMBER            |           | EFFECTIVE DATE:   |  |
| CARRIER                  | NAIC CODE |   |  |

**ADDITIONAL REMARKS**

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

STEPHEN F. AUSTIN STATE UNIVERSITY, ITS OFFICIALS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION CG20100413 ATTACHED.

PRIMARY AND NON-CONTRIBUTORY IS INCLUDED UNDER GENERAL LIABILITY.

A WAIVER OF SUBROGATION IS INCLUDED IN FAVOR OF THE CERTIFICATE HOLDER UNDER WORKERS COMPENSATION

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

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location(s) Of Covered Operations |
|---|-----------------------------------|
| <p><b>Only those person or organizations for whom the following Named Insured companies are performing operations: a. Hobart US Service, a division of ITW Food Equipment Group LLC</b></p> <p><b>This insurance applies only with respect to coverage provided by this policy. Limits of Insurance provided to any additional insured person or organization are subject to this policy's self-insured retention amount and will not exceed the Limits of Insurance provided in this policy.</b></p> | <p><b>All locations</b></p>       |

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

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 location of the covered operations has 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 a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

# Other Insurance Amendment – Primary And Non-Contributory



| Policy No.     | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| GLO 9441382 00 | 11-01-14          | 11-01-15          | 11-01-14          | 30060-000    |              |              |

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

**Named Insured:** ITW FOOD EQUIPMENT GROUP LLC

**Address (including ZIP Code):** 701 SOUTH RIDGE AVENUE  
TROY, OH 45374-0001

**Additional Insured:** STEPHEN F. AUSTIN STATE UNIVERSITY, ITS OFFICIALS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS

**Address (including ZIP Code):** ATTN: PROCUREMENT & PROPERTY SERVICES  
1936 NORTH STREET  
NACOGDOCHES, TX 75962

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

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

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would 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 written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

**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

STEPHEN F. AUSTIN STATE UNIVERSITY, ITS  
OFFICIALS, DIRECTORS, EMPLOYEES,  
REPRESENTATIVES AND VOLUNTEERS  
ATTN: PROCUREMENT & PROPERTY SERVICES  
1936 NORTH STREET  
NACOGDOCHES, TX 75962

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 11-1-14

Policy No. WC 9373451-12

Endorsement No.

Insured ILLINOIS TOOL WORKS, INC.

Premium \$

Insurance Company AMERICAN ZURICH INSURANCE CO. Countersigned by \_\_\_\_\_