

Section 3: General Liability / Excess / Property Enhancements

1. Yes No Do any locations owned/operated by the application have a pool, pond, or other water exposure?
If yes, please describe and provide location/building number: _____
2. Yes No Does anyone live at any location that is owned/operated by the applicant?
3. Yes No Are there any dogs at any location that is owned/operated by the applicant?
4. Yes No Are there any firearms at any location that is owned/operated by the applicant?
5. Yes No Does the applicant sub-contract their security guard services?
6. Yes No Does the applicant maintain daily written records of all cannabis, CBD, and hemp containing products, including the purchase date, type of product and purchase price?

General Liability Limits

- \$1,000,000 occurrence/\$1,000,000 aggregate \$2,000,000 occurrence/\$2,000,000 aggregate
 \$1,000,000 occurrence/\$2,000,000 aggregate

General Liability Endorsements - Optional

1. Yes No Include Hired and Non-Owned Auto? *If yes, please complete 1a-1d.*
 - a. Yes No Do all drivers maintain a personal auto policy, and keep it in force at all times?
 - b. Yes No Is any driver allowed to drive with any DUI, DWI, or reckless driving violations?
 - c. Yes No Are MVRs collected by all drivers employed by the applicant?
 - d. Yes No Does applicant or employees of applicant make any deliveries directly to patients or customers from the retail location?
**** You must answer all questions for HNOA to be considered for this coverage endorsement. Delivery to the consumer and Transportation/Distribution operations are not eligible for the HNOA endorsement. ****
2. Yes No Include Stop Gap? (WA, OH, & NE Only)
3. Yes No Include Pesticide/Herbicide Applicators Endorsement? (WA & MA Only)
 \$50,000 occurrence/aggregate limit
 \$250,000 occurrence/aggregate limit

Excess Liability Limits

Check box if you want to decline excess coverage at this time

- \$1,000,000 \$2,000,000 \$3,000,000 \$4,000,000

****NOTE: Excess cannot be applied if \$2,000,000 occurrence was requested under the General Liability Limits section. Each excess layer added will apply to both the occurrence and aggregate limits. This Excess Liability applies to General Liability only and does not apply to Product Liability****

Property Endorsements – Optional – PLEASE COMPLETE THE CANNGEN SOV FOR LOCATION SPECIFICS

1. Yes No Property Extension Endorsement: *If yes, please complete 1a-1j.*

Form A - \$1,000/location	Form B - \$1,500/location	Form C - \$2,000/location
Form D - \$1,000/location	Form E - \$1,500/location	Form F - \$2,000/location

 - a. Yes No Will the applicant transport marijuana/cannabis living plants to other business?
 - b. Yes No Will the applicant transport harvested, processed, or finished marijuana/cannabis to other business?
 - c. Yes No Will the applicant deliver any marijuana/cannabis products directly to the consumer?
 - d. Yes No Will the vehicles that transport the applicant's property and/or money and securities from the scheduled premises have an active alarm system? **(MUST BE YES TO QUALIFY)**
If yes, does it include LoJack or some other tracking service? Yes No
 - e. Yes No Are drivers allowed to make personal stops when transporting goods?
 - f. Yes No Are drivers allowed to take any cannabis inventory and/or money home?
 - g. Yes No Does the applicant screen/collect DMV records from all drivers? **(MUST BE YES TO QUALIFY)**

- h. Yes No Does the applicant allow any firearms or weapons in the vehicles?
 - i. Yes No Does the applicant have a lock box that is bolted to all vehicles? **(MUST BE YES TO QUALIFY)**
 - j. Yes No Does the applicant provide lifts, ride share or other livery type operations?
2. Yes No Equipment Breakdown (excludes plants/marijuana inventory or finished stock) ****SUBJECT TO APPROVAL****

Section 4: Product Liability Check box if you want to decline product liability at this time

- 1. Yes No Does the applicant maintain daily written records of all cannabis, CBD, hemp and inventory of non-cannabis products, including purchase date, type of product, purchase price and who it was purchased from?
- 2. Yes No Does the applicant have a quality assurance/product recall plan in place?
- 3. Yes No Does the applicant test 100% of the cannabis, CBD, and hemp products prior to distribution?
If yes, does the applicant perform their own testing? Yes No
If no, provide name of the testing laboratory they are contracted with.
 Lab Name: _____
- 4. Yes No Does the applicant test 100% of all products manufactured for any level of gas/solvent residue?
If yes, will the applicant destroy 100% of the products found with unsafe gas residue(s)? Yes No
- 5. Yes No Does the applicant use software to track sales and pertinent transaction data such as who, when and what was purchased?
- 6. Yes No Will the applicant follow to the best of their abilities all Consumer Product Safety Commission regulations as it would pertain to the withdrawal and/or recall of defective products?
- 7. Yes No Does the applicant have a communication and complaint handling procedure?
- 8. Yes No Does the applicant know of any products that were either voluntarily or mandatory recalled/withdrawn in the past 5 years?
If yes, please provide the total number of recalls/withdrawals the applicant has had in the past 5 years?
 #_____ Voluntarily #_____ Mandatory
- 9. **If there are retail operations for this applicant, please complete 9a-9b.**
 - a. Yes No Does the applicant require each supplier to have their products tested?
 - b. Yes No Does the applicant maintain supplier contracts, records, and invoices for 5 years or more?
If no, how long does the applicant maintain records? _____
- 10. **If there are cultivation operations for this applicant, please complete 10a-10d.**
 - a. What form of pest prevention is the applicant using? Pesticides Organic Other: _____ N/A
 - b. Yes No Does the applicant apply their own pesticides?
If no, does the applicant get a copy of the contracted company's insurance before any work begins? Yes No
 - c. Yes No Does the applicant follow all state and federal laws with regards to the use, storage, and disposal of pesticides?
 - d. Yes No Is the applicant aware of any past or current pesticide issues that would result in a loss or claim?

Product Liability Limits & Endorsements

- \$100,000 occurrence/\$100,000 aggregate \$2,000,000 occurrence/\$2,000,000 aggregate
- \$1,000,000 occurrence/\$1,000,000 aggregate \$3,000,000 occurrence/\$3,000,000 aggregate
- \$1,000,000 occurrence/\$2,000,000 aggregate \$5,000,000 occurrence/\$5,000,000 aggregate

Retro Date (NOT AUTOMATICALLY INCLUDED) *Check the box if you want to opt-out of buying retro coverage*

1 Year Retro Date 2 Year Retro Date 3 Year Retro Date 4 Year Retro Date 5 Year Retro Date

****If adding retro date, please include the loss runs and premiums for each prior year****

Product Withdrawal Coverage Limits & Deductibles *Check the box if you want to opt-out of product withdrawal*

- \$100,000 Max Expense Limits ****Default** \$250,000 Max Expense Limits
- \$1,000 Deductible ****Default** \$5,000 Deductible
- \$5,000 Deductible \$10,000 Deductible
- \$25,000 Deductible

Please complete "Products List" attached or attach a document listing types of products.

CANNABIS PRODUCT LIST BY TYPE

- | | |
|--|--------------|
| <input type="checkbox"/> Cannabis Flower | Other: _____ |
| <input type="checkbox"/> Pre-Rolls | Other: _____ |
| <input type="checkbox"/> Edibles | Other: _____ |
| <input type="checkbox"/> Topical | Other: _____ |

NON-CANNABIS PRODUCT BY TYPE ACCESSORIES OR MERCHANDISE

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Ash Trays | <input type="checkbox"/> Blunt Wraps | <input type="checkbox"/> Vape Battery Chargers | <input type="checkbox"/> Cones |
| <input type="checkbox"/> Dab Rings | <input type="checkbox"/> Dab Tools | <input type="checkbox"/> Bong Wash | <input type="checkbox"/> Grinders |
| <input type="checkbox"/> Batteries | <input type="checkbox"/> Joint Paper | <input type="checkbox"/> Vape Equipment | <input type="checkbox"/> Joint Rollers |
| <input type="checkbox"/> Joint Rolling Trays | <input type="checkbox"/> Lighter Holders | <input type="checkbox"/> Roach Clips | <input type="checkbox"/> Screens |
| <input type="checkbox"/> Torch Lighters | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Vape cartridges/pens (equipment and accessories) is manufactured or distributed by which kind of vendor:

- Domestic Foreign

Section 5: Additional Insureds <input type="checkbox"/> Check box if there are NO additional insureds needed at this time and skip section 5
<input type="checkbox"/> General Liability <input type="checkbox"/> Property <input type="checkbox"/> Product Liability Additional Insured (Check ONE) <input type="checkbox"/> Landlord <input type="checkbox"/> Loss Payee <input type="checkbox"/> Governmental Agency <input type="checkbox"/> Single Vendor <input type="checkbox"/> Blanket Vendor <input type="checkbox"/> Other: _____ (products) (products) <input type="checkbox"/> Waiver of Subrogation (must be required by contract) <input type="checkbox"/> Primary/Non-Contributory Wording (must be required by contract) Location/BLDG # ____ / ____ Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____
<input type="checkbox"/> General Liability <input type="checkbox"/> Property <input type="checkbox"/> Product Liability Additional Insured (Check ONE) <input type="checkbox"/> Landlord <input type="checkbox"/> Loss Payee <input type="checkbox"/> Governmental Agency <input type="checkbox"/> Single Vendor <input type="checkbox"/> Blanket Vendor <input type="checkbox"/> Other: _____ (products) (products) <input type="checkbox"/> Waiver of Subrogation (must be required by contract) <input type="checkbox"/> Primary/Non-Contributory Wording (must be required by contract) Location/BLDG # ____ / ____ Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____
<input type="checkbox"/> General Liability <input type="checkbox"/> Property <input type="checkbox"/> Product Liability Additional Insured (Check ONE) <input type="checkbox"/> Landlord <input type="checkbox"/> Loss Payee <input type="checkbox"/> Governmental Agency <input type="checkbox"/> Single Vendor <input type="checkbox"/> Blanket Vendor <input type="checkbox"/> Other: _____ (products) (products) <input type="checkbox"/> Waiver of Subrogation (must be required by contract) <input type="checkbox"/> Primary/Non-Contributory Wording (must be required by contract) Location/BLDG # ____ / ____ Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____

Enforcement of the Controlled Substance Act (CANNABIS RISKS ONLY)

1. Yes No Does the applicant prevent the distribution of marijuana/cannabis to minors?
2. Yes No Does the applicant prevent the revenue from sale of marijuana/cannabis from going to criminal enterprises?
3. Yes No Does the applicant prevent possible diversion of marijuana/cannabis from states where medicinal and/or recreational use of cannabis products is legal under state law to states where medicinal and/or recreational use of cannabis products is not legal under state law?
4. Yes No Does the applicant prevent the use of state-authorized marijuana/cannabis activity as a cover or pretext for the trafficking of other illegal drugs or other illegal activity?
5. Yes No Does the applicant have a program or safeguards in place to prevent violence and the use of firearms in the cultivation and distribution of marijuana/cannabis?
6. Yes No Does the applicant prevent drugged driving or other possibly adverse public health consequences associated with marijuana/cannabis use?
7. Yes No Does the applicant either grow or purchase marijuana/cannabis grown on public lands?
8. Yes No Does the applicant prevent the possession or use of their product on federal property?

Important Property and Crop Warranties, Safeguards, and Definitions

LOCKED SAFE WARRANTY - "MARIJUANA INVENTORY"

All "Marijuana Inventory" items are to be kept locked in a safe or a vault room at all times during business and non-business hours except for "Marijuana Inventory" on display during business hours.

It is further warranted that any safe used to house "Marijuana Inventory" will meet the following requirements:

1. All safes must have a 1-hour fire rating
2. For safes under 400 pounds:
 - a. If the "Marijuana Inventory" limit is greater than \$100,000 the safe must be bolted to the floor
 - b. If the "Marijuana Inventory" limit is greater than \$500,000 a Central Station Fire Alarm must be connected and operational to the safe
3. For safes from 400 to 600 pounds:
 - a. If the "Marijuana Inventory" limit is greater than \$250,000 the safe must be bolted to the floor
 - b. If the "Marijuana Inventory" limit is greater than \$500,000 a Central Station Fire Alarm must be connected and operational to the safe
4. For safes over 600 pounds:
 - a. If the "Marijuana Inventory" limit is greater than \$1,000,000 a Central Station Fire Alarm must be connected and operational to the safe

VAULT WARRANTY - "MARIJUANA INVENTORY"

It is warranted that if a vault room or steel container is located within the building it will meet the requirements as indicated in MMD 00 00 01 19 Definition of a Vault.

CENTRAL STATION FIRE ALARM – SAFEGUARD REQUIREMENT

Protecting the entire building and that is connected to a central station reporting to a public or private fire alarm station.

CENTRAL STATION BURGLAR ALARM – SAFEGUARD REQUIREMENT

1. To cover all openings in the insured's premises
2. Motion detectors in all areas with the exception of living plant areas
3. Alarm must be in the "on" position during all non-working hours and/or whenever the insured's premises are unoccupied.

SECURITY CAMERA'S – SAFEGUARD REQUIREMENT

1. All security cameras must be recording, and all records must be backed up and retained for a minimum of 14 days
2. Interior Cameras monitoring the following:

- a. All doors and windows providing a means of egress into the building
 - b. Display counters
 - c. Exterior and interior of safe rooms, if on the premises
 - d. Exterior and interior of all vault rooms, if on the premises
 - e. Harvesting and trimming rooms, if on the premises
3. Exterior Cameras monitoring all means of egress to the building and the parking lot unless City Ordinances or laws prohibit monitoring of this are

CROP, MARIJUANA INVENTORY, AND STOCK DEFINITIONS

1. “Crop” means living plants grown for food, drugs, fibers, rubber, wood, or other purpose at any stage of life cycle and includes the following:
 - a. Live cannabaceae plant materials at any stage of life cycle, including but not limited to seeds, immature seedlings, plants in the vegetative growth state, unharvested buds and mature flowering plants rooted in growing medium; and
 - b. Cannabaceae plants, including any part or component of the plant, no longer in the growing medium which are in the process of being dried; or
 - c. Mature cannabaceae plant material, including any part or component of the plant, no longer in the growing medium which has been completed the drying process and is ready for sale.

“Crop” does not include Cannabaceae plants that have completed the drying process but are retained by you for further processing, extracting, refining, or manufacturing operations.

“Crop” also does not include plant material, including any part or component of the plant, no longer in the growing medium which is purchased by you for the purpose of manufacturing.

2. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping. “Stock” does not include” crop” or “marijuana inventory”.
3. “Marijuana Inventory” means finished marijuana stock and products containing marijuana and/or its derivatives defined as any component of the cannabaceae family containing a tetrahydrocannabinol (THC) level of more than 0.3 percent on a dry weight basis. “Marijuana inventory” does not include “crop”.

Disclosures/Warranties/Acknowledgements

Fire and Theft losses of property may be excluded if:

- a. The Central Station Alarm System is not active during non-business hours. (All doors and windows must be connected to the central station alarm system).
- b. The Video Surveillance System is not recording and backing up for 14 days prior to the loss.
- c. The seeds, finished marijuana stock/inventory, money and securities are outside the safe during non-business hours.
- d. The minimum safe and or vault requirements have not been met at the time of the loss.
- e. The building is over 20 years old and no updates have been done in the last 20 years.
- f. The safe or vault does not have a 1-hour fire rating. Fire will be excluded unless 100% covered by fire sprinklers.
- g. All Vaults must be approved in writing by the underwriter.

All Cultivation Operations are required to warrant both of the following:

- I have used, or will use, a licensed, insured contractor for all electrical work at my grow facility.
- I have had, or will have within 30 days of my insurance effective date, all the wiring inspected by a licensed, insured contractor at my grow facility.

FRAUD WARNING: Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable

from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only. Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree) *. *Applies in FL Only. Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only. Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only. Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil Penalties Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law. Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Other Conditions: Questions and information provided in this application will become part of the policy of insurance if issued. Other Terms, Conditions and Coverages will be included as part of any insurance policy issued by the insurance company. Those Terms, Conditions and Coverages may differ from what is requested in this application.

I _____ am an authorized representative of _____ understand and agree this application and any supplements attached hereto will be relied upon for issuance of any policy. I further understand and agree that failure to provide a true and accurate response to the foregoing questions may, at the option of the company, result in the voiding of the insurance issued in reliance on this application and/or denial of claims under any policy issued.

I authorize and consent to investigations of information bearing upon moral character, professional reputation and fitness to engage in the activities of my business and I agree to release to the Carrier any documents, records or other information bearing upon the foregoing. I understand and agree these investigations shall not be confined to information submitted in this application, but shall include any other sources of information deemed relevant by the Company as may be authorized by law.

I understand this insurance is being provided through a surplus lines company and the insurer may not be subject to all the insurance laws and rules in my state and the risk is not protected by the State Insurance Insolvency Fund.

THIS APPLICATION MUST BE SIGNED BY APPLICANT AT BINDING AND DATED WITHIN 10 DAYS OF INCEPTION DATE. SIGNING THIS FORM DOES NOT BIND THE COMPANY TO COMPLETE THE INSURANCE AS COVERAGE BECOMES EFFECTIVE ONLY WHEN ACCEPTED BY THE INSURANCE COMPANY.

Applicant Section:

_____	_____	_____
Authorized Applicant Signature	Date Signed	Title
_____	_____	_____
Name	Phone Number	Requested Effective Date

Broker Section:

_____	_____	_____
Signature of Broker	Name of Broker	Name of Firm

