INNKEEPERS' LIABILITY

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold 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.

Insurance provided under **SECTION I – COVERAGE** of the Commercial General Liability Max Form is extended to include the following:

1. **Insuring Agreement**

   Innkeepers' Legal Liability
   We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **property damage** to personal property of the Insured's guests, patrons or customers while such property is in the Insured's care, custody and control and is located within the **insured premises.** We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages.** However, we will have no duty to defend the Insured against any **action** seeking **compensatory damages** for **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result.

2. **Limits of Insurance**

   Regardless of (1) Insureds under this Policy (2) claims made or **action**s brought on account of **property damage** to personal property, our liability is limited as follows:

   The Limit of Insurance stated in the Declaration Page(s) is the most we will pay for all **compensatory damages,** arising out of **property damage** sustained by one person, or more than one person, in any one **occurrence.**

3. **Exclusions**

   This insurance does not apply to:

   3.1. **property damage** to any **automobile** or personal property of any guest, patron or customer contained in any **automobile;**

   3.2. liability assumed by the Insured under any contract or agreement except liability which would attach in the absence of such contract or agreement;

   3.3. **property damage** sustained through spilling, leaking or upsetting of food or drink upon personal property of any guest, patron or customer;

   3.4. **property damage** to personal property in the process of laundering or cleaning; or

   3.5. **property damage** to any property held by a guest, patron or customer as samples or for sale or for delivery after sale.

4. **Additional Definition**

   Wherever used in this Endorsement:
   Insured Premises means that portion of the building at the location(s) specified in the Declaration Page(s), occupied by the Insured in conducting the business of an Innkeeper.

5. **Additional Condition**

   The Insured warrants that he or she will post notices, as required by statute, specifying the Insured's liability as Innkeeper for the property of guests. Failure of the Insured to
   comply with this condition will render this Form null and void in the event of a loss.

All other terms and conditions of the Policy remain unchanged.

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