



### SECTION III

#### INSURANCE REQUIREMENTS

**Insurance:** Subcontractor shall carry or cause to be carried and maintained in force throughout the entire term of this Base Agreement insurance coverage as described in subsections (a) through (d) below with insurance companies acceptable to Company. Non-renewal or cancellation of policies described below will be effective only after written notice is received by Company from the insurance company, thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the services hereunder, Subcontractor shall deliver to Company certificates of insurance on an Acord 25 or 25S form evidencing the existence of the following insurance coverage. All costs and deductible amounts will be for the sole account of Subcontractor.

(a) Workers' Compensation insurance complying with the law of the State or States having jurisdiction over each employee, whether or not Subcontractor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(b) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000 each, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent Subcontractors, and products/completed operations.

(c) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

(d) Professional Liability insurance with limits of not less than \$2,000,000 for each claim and an annual aggregate of not less than \$5,000,000.

With respect to any insurance policy required by this Section which provides coverage on a "claims made" basis, such policy shall, if possible, be maintained for a period of not less than two years after termination of the applicable Service Agreement with retroactive coverage to the effective date of the applicable Service Agreement. If any such policy is terminated, Subcontractor shall provide a substitute insurance policy with the same terms, conditions, and policy limit including retroactive coverage to the effective date of the applicable Service Agreement. Said substitute policy shall be maintained in full force and effect for at least two years or provide for a two year discovery period from the date Company finally accepts work.

In each of the above described policies, Subcontractor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Company its parent, or affiliated companies.

Under the policies described in subsections (b) and (c) above, Company, its parent, and affiliated companies will be named as additional insured as respects any work performed under this Base Agreement. Any costs associated with naming these additional insured are included in the compensation as designated on the Service Agreement.

The policies described in subsections (b) and (c) above shall include the following "other



insurance” amendment: “This insurance is primary insurance with respect to Company its parent, subsidiary and affiliated companies, and any other insurance maintained by Company its parent, or affiliated companies is excess and not contributory with this insurance.”

In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (a) through (d) above, Subcontractor shall, upon written request, provide Company with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

Neither the insurance required herein or the amount and type of insurance maintained by Subcontractor, shall limit or affect the extent of Subcontractor's liability hereunder for injury, death, loss or damage.

Company will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by Subcontractor, or its employees, servants or agents, other than property which becomes a part of the services under this Base Agreement.

All terms and conditions of Insurance requirements may be amended by specific Service Agreements as needed.

A sample certificate of insurance is attached.

Builders Risk insurance will be carried by the Housing Authority of the Cherokee Nation.