

# ATTACHMENT A

## INSURANCE REQUIREMENTS

Vendor will carry or cause to be carried and maintained in force throughout the entire term of this order insurance coverages as described in paragraphs (A) through (D) below with insurance companies acceptable to Buyer. The limits set forth below are minimum limits and will not be construed to limit Vendor's liability. All costs and deductible amounts will be for the sole account of the Vendor.

(A) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Vendor 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, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.

(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) Based upon the Order, additional coverages or increase of limits could be required.

OP ID: DF  
DATE (MM/DD/YYYY)  
04/04/12

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE**

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).

PRODUCER	CONTACT NAME: PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:
INSURED	INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

SAMPLE

COVERAGE	CERTIFICATE NUMBER:	REVISION NUMBER:					
<p>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.</p>							
LINE	TYPE OF INSURANCE	INSR. ISSUE	INSR. WGD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ACC <input type="checkbox"/> LOC	X	X				EACH OCCURRENCE \$ 1,000,000 TRANSIT TO RELATED PREMISES (SA coverage) \$ MED EXP (Any employee) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT (Es account) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X			<input checked="" type="checkbox"/> WC STATE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ 500,000 <input type="checkbox"/> EL DISEASE - EA EMPLOYEE \$ 500,000 <input type="checkbox"/> EL DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 103, Additional Remarks Schedule, if more space is required) Cherokee Nation Businesses, L.L.C. (and applicable Subsidiaries) insured on the General Liability and Commercial Auto policies as pertains to work performed by the insured. In addition a waiver of subrogation in favor of Cherokee Nation Businesses, L.L.C. applies to all policies as pertains to work performed by insured. A 30 day cancellation clause will also apply in their favor.							

CERTIFICATE HOLDER	CANCELLATION
Cherokee Nation Businesses L.L.C. (and applicable Subsidiaries) Attn: Risk Management Department 777 West Cherokee St Catoosa, OK 74015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/09)

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

Under the policies described in (B) and (C) above, Buyer its parent, subsidiary and affiliated companies will be named as additional insureds as respects Vendor's operations and as respects any Work performed under this agreement. Any costs associated with naming these additional insureds is included in the order cost. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to Buyer its parent, subsidiary and affiliated companies, and any other insurance maintained by Buyer its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

Non-renewal or cancellation of policies described above will be effective only after written notice is received by Buyer from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the Work hereunder, Vendor will deliver to Buyer certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverages required above. In the event of a loss or claim arising out of or in connection with the Work performed under this order, Vendor agrees, upon request of Buyer, to submit the original or a certified copy of its insurance policies for inspection by Buyer.

Buyer 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 the Vendor, or their employees, servants or agents, other than property which becomes a part of the contract Works.