

EXHIBIT B

Subcontractor's Insurance Requirements

Subcontractor shall continuously maintain the insurance required as set forth herein at all times that it is performing any work whatsoever or is otherwise present at the Project jobsite and through the period for which the Subcontractor and Contractor may be held liable for their work. The insurance shall have the higher of the minimum limits and coverage set out below, any requirements of the Contract Documents, or the full policy limits carried by Subcontractor. The provision by the Subcontractor of the insurance coverage and limits required in this Exhibit B shall not limit the Subcontractor's liability in any way. Subcontractor shall provide the insurance required herein on behalf of Contractor and other Indemnitees and represents and warrants that this insurance will provide liability coverage to Contractor for its own negligence, whether passive or active, if this negligence is associated with, arises out of or results from Subcontractor's Work. Subcontractor shall maintain the following:

A. Commercial General Liability Insurance with the following features:

1. Occurrence Coverage under the Commercial General Liability ISO form CG 0001 (2004 edition or later).
2. Limits not less than:
 - \$1,000,000 per occurrence
 - \$1,000,000 personal injury & advertising injury
 - \$2,000,000 per project/general aggregate
 - \$2,000,000 products/completed operations aggregate
3. **Waiver of Subrogation** – Rights of subrogation against additional insureds are waived and Subcontractor will provide Contractor with a copy of ISO Endorsement CG 24 04 10 93 as evidence of coverage.
4. Coverage must include but shall not be limited to: premises/operations, underground explosion & collapse, products/completed operations, contractual liability, independent contractors, broad form property damage, personal injury, elevators.
5. Coverage will not be subject to any exclusion for residential construction operations, condominium and/or any other habitational construction operations.
6. Products/Completed operations coverage naming Contractor as Additional Insured must be maintained for a period of five years after the acceptance of and final payment for Subcontractor's work or through the period of the applicable statute of repose, whichever is longer.
7. The CGL policy shall apply on a **primary, non-contributory basis and coverage afforded to the Contractor (and others as required) as Additional Insured shall be at least as broad as coverage afforded to Subcontractor as Named Insured.** Without limitation, the CGL policy and Subcontractor's CGL carrier shall provide independent defense counsel for Contractor reasonably approved by Contractor at carrier's expense, and if Subcontractor's CGL carrier shall fail to do so, Subcontractor shall do so or shall pay all costs of such independent counsel representing Contractor.
8. Subcontractor shall provide the following ISO Endorsements or their functional equivalents:
 - a) **CG 20 33 10 01** (Additional Insured – Owners, Lessees or Contractors – Automatic Status when required in Construction Agreement with You)
 - b) **CG 20 10 10 01** (Additional Insured-Owners, Lessees or Contractors- Scheduled Persons or Organization) if applicable for Owner or other persons or entities
 - c) **CG 20 37 07 04** (Additional Insured – Owners, Lessees or Contractors – Completed Operations)
 - d) **CG 24 04 10 93** (Waiver of Transfer of Rights of Recovery Against Others to Us)
9. **30 Day Notice of Cancellation**

B. Commercial Automobile Liability Insurance with the following features:

1. Occurrence basis covering all owned, hired, borrowed, rented, leased, non-owned autos.
2. Minimum combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage.
3. **Waiver of Subrogation Endorsement CA 04 44**
4. **Additional Insured Endorsement**
5. **Primary and Noncontributory Endorsement**
6. **30 Day Notice of Cancellation**

Initials: Contractor _____ Subcontractor _____

C. Umbrella and Excess Liability Insurance with the following features:

1. Coverage that provides excess coverage for Employers Liability, Commercial General Liability, and Auto Liability, with the same features as described in sections A, B, and D herein with limits not less than \$5,000,000. Subcontractor acknowledges that it will provide Umbrella and Excess Liability Insurance on behalf of the Contractor and that the Umbrella and Excess Liability Insurance will be subject to vertical exhaustion before any other Primary, Umbrella or Excess Policies or any other insurance obtained by the Contractor will be triggered. The total insurance coverage provided by Subcontractor for any claim will under no circumstances be less than the combined Primary limits as defined in Section A, plus the Umbrella and Excess limits as defined above. Subcontractor (vendor) further acknowledges that the total amount of insurance coverage provided by its insurance carriers, whether primary, excess, umbrella or other, where Contractor, and others, as specified above, are afforded additional insured coverage, shall apply as first tier/following form coverage. Any other insurance maintained by Contractor, or any other additional insured shall be excess of this first tier coverage and shall not be called upon to contribute to satisfy any loss within the limits specified and required above. Subcontractor shall furnish umbrella/excess policy language evidencing coverage to apply on a **primary and non-contributory basis to the Contractor as Additional Insured.**
2. **30 Day Notice of Cancellation**

D. Workers' Compensation/Employers Liability Insurance with the following features:

1. Workers' Compensation including Occupational Disease meeting the statutory requirements of the State in which the work is to be performed.
2. Other States Endorsement providing coverage for all states.
3. Employers' Liability with minimum policy limits of \$500,000 each accident, \$500,000 disease aggregate, and \$500,000 disease per employee.
4. Employers Liability/Stop Gap Liability if work performed in monopolistic state.
5. **Waiver of rights of subrogation form WC 00 03 13 for the benefit of Contractor.**
6. Alternate Employer Endorsement (NCCI form #WC 00 03 01 A) naming Contractor as Alternate Employer if Subcontractor is or is using an employee leasing firm or will supply equipment with operator.
7. USL&H and/or Jones Act where applicable.
8. **30 Day Notice of Cancellation.**

E. Certificates of Insurance and Endorsements

Prior to commencing Work, Subcontractor shall furnish Contractor with certificate(s) of insurance executed by a duly authorized representative of each insurer, as evidence of compliance with the insurance requirements set forth above and below. **Such certificates of insurance shall be accompanied by copies of endorsements evidencing coverage afforded to Contractor and Owner as additional insureds, and endorsements reflecting insurer's concurrence with Subcontractor's waiver of recovery or subrogation rights.** Renewal certificates (with endorsements) shall be provided to the Contractor prior to the expiration of the required insurance policies. The certificate(s) of insurance shall be subject to approval of Contractor, but failure of Contractor to request such certificate or other evidence of Subcontractor compliance with insurance requirements, or failure of Contractor to identify deficiencies from evidence that is provided, shall in no way limit or relieve Subcontractor of its obligations to maintain such insurance. Coverage will not be altered, canceled, or allowed to expire without thirty (30) days written notice by registered mail to Contractor. Certificates of Insurance and Endorsement will be signed by an Authorized Representative. Insurance companies listed on the certificate must have an A. M. Best Financial Strength Rating of A-VII or better and approved to write business in the state in which the Project is located. If any of the above coverages are subject to or are in excess of any self-insured retention, these amounts must be stated on the Certificate, and said self-retention will be the sole responsibility of Subcontractor. Self-insured retention will be allowed only if approved in writing by Contractor, which approval shall be at the sole discretion of Contractor. Authorization is hereby granted to Contractor to withhold payments to Subcontractor until a signed subcontract and properly executed certificates of insurance and endorsements as required are delivered to Contractor.

F. Sub-subcontractor Insurance Requirements

Subcontractor shall obtain insurance coverage from each of its sub-subcontractors or suppliers that is equal to or greater than that required of Subcontractor as set forth in this Exhibit B prior to their mobilization at the jobsite, as per Article 13 of this Subcontract and this Exhibit B, and Subcontractor shall insure that the insurance requirements

Initials: Contractor _____ Subcontractor _____

set forth herein become and are part of any purchase order or sub-subcontract issued by Subcontractor as though fully set forth in said purchase order or sub-subcontract.

G. Equipment/Property Insurance

Contractor may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with Owner. Should Subcontractor use such items, Subcontractor shall provide:

1. Insurance on a replacement cost basis for damage to the items. Such insurance shall include a provision for a waiver of subrogation in favor of Contractor. Insurance shall be on a primary basis. Contractor's insurance shall be non-contributory.
2. Insurance against any claim of injury (including death) or damage arising out of the use of or existence of said items while in the care, custody or control of the Subcontractor. Limits of liability, and other provisions, shall not be less than as stated in Section A above.
3. Subcontractor shall carry all-risk property insurance sufficient to cover any loss or damage to equipment, tools and other property owned or leased by the Subcontractor. The insurance shall contain a waiver of subrogation against the Contractor and the Owner.

H. Design Service Requirements

If Subcontractor or its sub-subcontractor performs design services, Subcontractor will purchase, furnish and maintain or require its sub-subcontractor to purchase, furnish and maintain professional liability insurance with limits of at least \$2,000,000 and with the following coverages: basic professional errors and omissions, punitive damages (where not prohibited by law), contractual liability, with a retroactive date that is no later than the date of inception of design services. Such coverage shall be maintained in effect for a period of five (5) years from the Date of Substantial Completion of the Project or the statute of repose, whichever is longer. Such extended coverage may be obtained through annual renewals on the same terms as the original policy or through an extended reporting period of not less than five (5) years or the period of the applicable statute of repose, whichever is longer. A certificate of insurance evidencing such coverage shall be submitted as per the requirements of section E above.

I. Pollution Legal Liability Insurance.

If the scope of Work of Subcontractor includes plumbing, hazardous waste removal, abatement, demolition, earthwork/sitework, mold remediation, or transporting and/or disposal or remediation of any hazardous material, Subcontractor will purchase, furnish and maintain Pollution Legal Liability Insurance with limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy or policies shall provide coverage on an occurrence basis for damages arising out of the Work covering any loss resulting from pollution conditions including the discharge, dispersal, seepage, migration, release or escape of pollutants or contaminants including coverage for mold and other related fungi that commence during the policy period. If occurrence-based Contractors Pollution Liability coverage is commercially unavailable, then equivalent claims-made coverage shall be substituted provided (a) the retroactive date is prior to the first day of Work performed on the Project, (b) coverage is maintained from that inception date until final completion/acceptance of the project by the owner, and (c) coverage be maintained with no change in the retroactive date for five years past substantial completion or the period of the applicable statute of repose, whichever is longer, if not, a "tail" or extended reporting provision shall extend the reporting period for five years post project completion/acceptance or the period of the applicable statute of repose, whichever is longer.

J. Other Insurance Requirements

All policies providing insurance required herein shall contain a separation of insureds condition whose language is not altered or subject to limitations elsewhere in the policy. All coverages shall be provided by a carrier with an A. M. Best financial strength rating of A- VII or better and must be admitted to write business in the state in which the Project resides. All required and any other insurance policies maintained by Subcontractor shall be endorsed to include waiver of insurer rights of subrogation against Contractor, Project Owner, Project Architect, other subcontractors, and their subsidiaries, affiliates, officers, employees, agents and insurers. The waiver shall apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Subcontractor. Subcontractor further agrees to hold harmless and indemnify Contractor, Project Owner, Project Architect, other subcontractors, and their subsidiaries, affiliates, officers, employees, agents and insurers for loss or expense incurred as a result of Subcontractor's failure to obtain such waivers of subrogation from the insurers.

Initials: Contractor _____ Subcontractor _____

K. Indemnity for Failure to Comply with Exhibit B Requirements

To the fullest extent permitted by law the Subcontractor or vendor executing this Agreement or any other agreement with Contractor, agrees to fully defend, indemnify and hold harmless Contractor and the Owner and any other additional insureds, from and against any and all claims, losses, expenses, costs, liabilities and damages of any nature whatsoever, including reasonable attorney's fees actually incurred, arising out of and or relating to any failure of the Subcontractor or vendor to obtain, furnish and maintain as required herein insurance complying with the provisions of this Exhibit B or any other failure of Subcontractor to comply with the provisions of this Exhibit B.

L. Failure to Maintain

Failure of Subcontractor to maintain the required insurance shall constitute a material breach entitling Contractor to terminate the Subcontract for default, withhold payment, and/or purchase the required insurance at Subcontractor's expense. Any delays in the completion of the Subcontract Work due to Subcontractor's failure to obtain or maintain insurance shall be treated as delay due to Subcontractor's breach of contract.

M. No Representation of Coverage Adequacy

In specifying minimum Subcontractor insurance requirements, Contractor does not represent that such insurance is adequate to protect Subcontractor for loss, damage or liability arising from its work. Subcontractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

N. Sample Forms

Attached to this Exhibit B are sample forms for the certificate of insurance and the endorsements that are required.

Initials: Contractor _____ Subcontractor _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Current Date

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 Agency Name and Address	CONTACT NAME: Agency Contact Name	
	PHONE (A/C, No. Ext): Agency Contact Phone Number FAX (A/C, No.):	
	E-MAIL ADDRESS: Agency Contact Email Address	
INSURED Sub-Contractor's Name Sub-Contractor's Street Address Sub-Contractor's City, State, Zip	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Carrier w/Best Rating A- VII or Better	
	INSURER B: Insurance Carrier w/Best Rating A- VII or Better	
	INSURER C: Insurance Carrier w/Best Rating A- VII or Better	
	INSURER D: Insurance Carrier w/Best Rating A- VII or Better	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included <input checked="" type="checkbox"/> X, C, U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Current Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$		
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Current Policy Number	00/00/0000	00/00/0000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
		C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Current Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products/Comp Ops \$ 5,000,000
			D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A <input checked="" type="checkbox"/>	Current Policy Number	00/00/0000	00/00/0000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project # and Project Description

Batson-Cook Company, Owner, and Others, if required by written contract, are named as additional insureds on a primary/non-contributory basis including operations and completed operations coverage as respects to the general liability and umbrella policies. Batson-Cook Company, Owner, and Others, if required by written contract, are named as additional insureds as respects to the automobile liability policy. Waiver of subrogation, if required by written contract, in favor of Batson-Cook Company, Owner, and Others, as respects to the general liability, automobile liability, umbrella liability and workers compensation policies.

CERTIFICATE HOLDER

CANCELLATION

Batson-Cook Texas, LLC
1431 Greenway Dr, Suite 740
Irving, TX 75038

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

ISO | Commercial General Liability Forms | 10/01/01

COMMERCIAL GENERAL
LIABILITY
CG 20 33 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

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

2. Exclusions

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

b. "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 site 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.

CG 20 33 10 01

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ISO | Commercial General Liability Forms | 10/01/01

POLICY NUMBER:

COMMERCIAL GENERAL
LIABILITY

CG 20 10 10 01

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 Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

CG 20 10 10 01

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ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

COMMERCIAL GENERAL
LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ISO | Commercial General Liability Forms | 05/01/09
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Who Is an Insured (SECTION II - LIABILITY COVERAGE, paragraph A.1.) is amended to include as an insured any person or organization (called additional Insured) with respect to the operation, maintenance, or use of a covered "auto" whom you are required to add as an additional Insured on this Policy under:

1. a written contract or agreement, or;
2. an oral contract or agreement where a certificate of insurance showing that person or organization as an additional Insured has been issued;

but the written or oral contract must be:

- a. currently in effect or becoming effective during the term of this Policy; and
- b. executed prior to the date of "loss."

B. If the additional Insured is a lessor of a "leased auto";

1. Coverage

- a. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- b. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

2. Loss Payable Clause

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

3. Cancellation

- a. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- b. If you cancel the Policy, we will mail notice to the lessor.
- c. Cancellation ends this agreement.

4. The lessor is not liable for payment of your premiums.

5. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Contractors Access Equipment Co.

Endorsement Effective Date: 03-26-2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization that you have agreed, in a written contract or agreement, that you waive your rights of recovery against that person or organization for all or part of any payment, including supplementary payments, we make under this policy.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

2nd Reprint

Effective April 1, 1984

Advisory

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

Notes:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$_____."
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to subrogate rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.
6. No charge or fee is applicable for using this endorsement in the state of Tennessee. Refer to Tennessee State Statute Special Rule 3-A-22 of the *Basic Manual*.

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