

# EXHIBIT A

## INSURANCE REQUIREMENTS

LESSEE shall take out and maintain during the life of the Agreement all insurance required and LESSEE shall not drive vehicles until such insurance has been approved by LESSOR.

**I. The following provisions applicable to all required insurance:**

A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, LESSEE shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.

B. LESSEE shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below. The Notice to Proceed shall not be issued, and LESSEE shall not commence Services until such insurance has been accepted by the LESSOR.

C. LESSEE shall carry and maintain the minimum insurance requirements as defined in this Agreement.

D. Acceptance of verification of Insurance by the LESSOR shall not relieve LESSEE of any of the insurance requirements, nor decrease liability of LESSEE.

E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.

F. Unless otherwise accepted by the LESSOR, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.

G. LESSEE shall defend the LESSOR and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

H. Insurance must be maintained and updated Verification of Insurance be provided to the LESSOR before the expiration of insurance.

I. If requested by the LESSOR, a copy of the policies' claims reporting requirement must be submitted to the LESSOR for review.

J. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the LESSOR'S insurance or self-insurance.

K. LESSEE agrees to provide immediate Notice to the LESSOR of any loss or claim against LESSEE arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The LESSOR assumes no obligation or liability by such Notice, but has the right (but

not the duty) to monitor the handling of any such claim or claims if they are likely to involve the LESSOR.

L. LESSEE agrees, upon request by the LESSOR, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

M. It is LESSEE'S responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the LESSOR to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the LESSOR, in this or any regard.

N. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory and the LESSOR may, at its sole and absolute discretion, terminate the services provided by LESSEE, should LESSEE breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the LESSOR being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the LESSOR shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the LESSOR of an updated Verification of Insurance.

## **INSURANCE VERIFICATION DOCUMENTS**

### **II. Workers' Compensation and Employer's Liability Insurance Coverage**

A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 each employee

Bodily Injury by disease: \$1,000,000 policy limit

B. LESSEE'S insurance shall be primary and any insurance or self-insurance procured or maintained by the LESSOR shall not be required to contribute to it.

C. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that LESSEE and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the LESSOR, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. LESSEE shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to LESSEE'S failure to provide waiver of subrogation from the insurance carrier.

### **III. Commercial General Liability Insurance (“CGL”) Coverage**

A. LESSEE'S insurance shall be primary and any insurance or self-insurance procured or maintained by the LESSOR shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the LESSEE.

C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage - \$2,000,000 per occurrence & aggregate

Improper Sexual Contact - \$1,000,000 per occurrence & aggregate

Products/Completed Operations - \$2,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis.

E. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.

F. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by LESSEE under this Agreement as an “insured contract.”

G. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the LESSEE and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the LESSOR, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. LESSEE shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from LESSEE'S failure to provide the waiver of subrogation from its insurance carrier(s).

To the fullest extent permitted by law, the LESSOR, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of LESSEE, in any

way related to Services performed under this Agreement. K. A severability of interest provision must apply for all the Additional Insureds, ensuring that LESSEE'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

#### **IV. Business Auto Liability Insurance Coverage**

LESSEE'S insurance shall be primary and any insurance or self-insurance procured or maintained by the LESSOR shall not be required to contribute to it.

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the LESSEE.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000

Bodily Injury and Property Damage: \$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. To the fullest extent permitted by law, the LESSOR, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of LESSEE, in any way related to Services

E. A severability of interest provision must apply for all the Additional Insureds, ensuring that LESSEE'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.