

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

LEASE AGREEMENT CONTRACT INSURANCE SPECIFICATIONS

PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL INSURANCE COSTS ARE INCLUDED.

I. INSURANCE REQUIREMENTS:

THE LESSEE IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS LEASE ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. TERREBONNE PARISH CONSOLIDATED GOVERNMENT (HEREIN AFTER REFERRED TO AS TPCG) WILL THOROUGHLY REVIEW THE INSURANCE DOCUMENTATION SUBMITTED, PRIOR TO SIGNING THE LEASE. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO ENTER INTO A CONTRACT.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by Owner shall be excess and not contributing insurance. The total limit of insurance must be equal to or greater than **\$1,000,000** per line of insurance indicated below. Required primary limits may be reached with the addition of umbrella or excess liability policy limits, if applicable. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

B. INSURANCE:-

Insurance obtained and maintained by the Lessee shall contain the following coverages and limits:

1. Workers Compensation:

- a. State Act - Louisiana Statutory Requirements;
- b. Employers Liability with minimum acceptable limits of \$1,000,000/\$1,000,000/\$1,000,000; and
- c. Waiver of subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. General Liability:

- a. Commercial General Liability, Form CG 00 01 or pre-approved equivalent; Minimal Acceptable Limit: \$1,000,000 per occurrence; \$2,000,000 general

- aggregate; and \$2,000,000 products/completed operations aggregate; to include premises operations, and damage to rented premises;
- b. Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; CG 20 26 (edition 07 04), or approved equivalent; and
 - c. Waiver of Transfer of Rights of Recovery Against Others to Us, CG 24 04 (93) or approved equivalent, in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

3. Auto Liability:

- a. Minimum Acceptable Limit: \$1,000,000 Combined Single Limit;
- b. Liability coverage for Any Auto **OR** for all Owned Autos and Hired and Non-owned Autos. If Lessee owns no vehicles, then a Hired and Non-owned Auto Liability policy is required; and
- c. Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; CG 20 26 (edition 07 04), or approved equivalent; and
- d. Waiver of Subrogation Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

A. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required in this document are to be purchased and maintained by the Lessee from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by TPCG.
- b. If any insurance company providing any insurance coverage furnished by the Lessee is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated or it ceases to meet the requirements of this Document, the Lessee shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to TPCG.

- 2. Partnerships and Joint Ventures:** If the Lessee is a partnership or joint venture, then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture, shall also be furnished.

3. Certificates of Insurance/Policies of Insurance:

- a. The Lessee shall deliver to TPCG Certificates of Insurance, with copies to each additional insured identified in the Lease, evidencing all insurance which the Lessee has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the acceptance of the Lessee's application, the Lessee shall furnish to TPCG the certificates of insurance as required in this Document. TPCG reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.
- b. TPCG reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in cancellation of the lease. TPCG reserves the right to request certified copies of any policy (s) evidenced by the Certificate(s) of Insurance.

4. Objection by the Owner: If TPCG has any objection to the coverage afforded by, or any other provisions of the insurance required to be purchased and maintained by the Lessee in accordance with the insurance requirements for the Lease on the basis of non-conformance with the Contract requirements, TPCG shall notify the Lessee in writing within fifteen (15) days after receipt of the Certificates. The Lessee shall provide a written response to TPCG's objections within ten (10) days from the date of the letter request.

5. The Lessee's Failure: Upon failure of the Lessee to purchase, furnish, deliver or maintain such insurance as required herein, at the election of TPCG, the Lease may be forthwith declared suspended, discontinued, or terminated. Failure of the Lessee to purchase and maintain insurance shall not relieve the Lessee from any liability under the Lease, nor shall the insurance requirements be construed to conflict with the obligations of the Lessee concerning indemnification.

6. No Waiver of Liability: Acceptance of evidence of the insurance requirements by TPCG in no way relieves or decreases the liability of the Lessee for the actions of the Lessee under the Contract. Additionally, the Lessee is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Lessee's limits of liability, or which may be outside the coverage scope of the Lessee's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Lessee that may arise from the actions of the Lessee under the Contract. The Lessee's coverage is to be primary for any and all claims and/or suits related to, or arising from, the Lease. Any insurance coverage maintained by TPCG shall be deemed as excess of the Lessee's insurance coverage and shall not contribute with or to the Lessee's insurance coverage in any way. The limits required herein are the minimum acceptable limits for this contract. TPCG in no way affirms that this is an adequate level of insurance for its operations.

7. No Recourse Against TPCG: The insurance companies issuing the policies shall have no recourse against TPCG for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Lessee.