



INSURANCE REQUIREMENTS

1. By Licensee

Before commencing work, and until this Agreement shall be terminated or the FACILITY shall be removed (whichever date is later), the LICENSEE shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by the RAILROAD.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- c. Comprehensive General Liability (Occurrence Form) in an amount not less than \$5,000,000 dollars combined single limit, with an aggregate of at least \$10,000,000 dollars. The Policy must name the appropriate RAILROAD as an Additional Insured and must not contain any exclusions related to:
 1. Doing business on, near, or adjacent to railroad facilities.
 2. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

Before commencing work, the LICENSEE shall deliver to the RAILROAD a certificate of insurance evidencing the foregoing coverage and upon request the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than ten (10) days prior written notice to the RAILROAD of cancellation of or any material change in, the policies; and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve the LICENSEE from or serve to limit LICENSEE's liability under the indemnity provisions of any applicable agreement.

It is further understood and agreed that, so long as the Agreement shall remain in force or the FACILITY shall have been removed (whichever shall be later), the RAILROAD shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The RAILROAD shall give the LICENSEE written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and the LICENSEE agrees to, and shall, thereupon provide the RAILROAD with such revised policy or policies thereof.



INSURANCE REQUIREMENTS

2. By the Licensee's Contractor

If a contractor is to be employed by the Licensee for the installation of the FACILITY, then, before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.

- a. Statutory Workers' Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- c. An Occurrence Form Railroad Protective Policy with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The policy must name the appropriate RAILROAD as the insured, and shall provide for not less than ten (10) days prior written notice to the RAILROAD'S as cancellation of, or any material change, in the policy.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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	ADD L	SUB R	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y		EFF DATE	EXP DATE	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$
GEN	AGGREGATE POLICY LIMIT APPLIES PROJECT PER: LOC						
X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED S AUTO SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y		EFF DATE	EXP DATE	COMBINED SINGLE \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	Y	Y		EFF DATE	EXP DATE	EACH OCCURRENCE \$5,000,000 AGGREGATE \$10,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y		EFF DATE	EXP DATE	OTH-ER MIN STATUTORY

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

Certificate holder is an additional insured under all polices on this certificate including Commercial General Liability and Umbrella Liability.

A Waiver of Subrogation applies in favor of the Certificate Holder for all policies on this certificate including Commercial General Liability and Umbrella Liability.

50 foot railroad exclusion is removed through CG 2417 10 01

CERTIFICATE HOLDER

CANCELLATION

(Appropriate Railroad Company Subsidiary for work location) Example: Wisconsin Central Ltd. and its Parents Attn: CN Flagging - US 17641 South Ashland Avenue Homewood, IL 60430	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 of
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