



## 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.