

Wesleyan University
VENDOR & CONTRACTOR INSURANCE REQUIREMENTS
EFFECTIVE JANUARY, 2008

During the term of this Agreement the Seller shall carry and maintain at its own cost and expense the types of coverage listed, protecting Buyer and Seller from claims which may arise out of or result from Seller's performance under this Agreement, whether such performance be by Seller or by any subcontractor or agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The Seller shall maintain such coverage with insurers licensed to do business in the State of Connecticut and approved by the Buyer.

The minimum amounts of insurance coverage to be provided by Seller hereunder shall be the greater of the amounts required by law and the following minimum amounts:

Insurance Coverages

Minimum Coverage

Comprehensive General Liability Insurance. To include: Bodily Injury, Broad Form Property Damage, Liquor Liability with limits of not less than \$1,000,000 per occurrence, personal injury groups A, B, and C with employee exclusion deleted, Products and Completed Operations, and Contractual Liability

\$1,000,000^{aa}
Combined single limit.

Workers' Compensation and Employer's Liability Insurance covering each employee engaged in the performance of the work under this agreement

Full statutory limit each accident; Employers Liability coverage of \$100,000 each accident bodily injury by accident/\$500,000 policy limit bodily injury by disease/\$100,000 each employee bodily injury by disease or as required by Umbrella policy.

Comprehensive Motor Vehicle Liability Insurance

Including owned, non-owned and hired automobiles used in connection with the activities undertaken under this agreement with combined single limit of \$1,000,000 for property damage and bodily injury per occurrence.

Excess Umbrella Coverage

\$5,000,000 each occurrence.
The Excess Umbrella Policy will follow form and shall provide coverage that is as broad as the primary policy(ies).

Seller agrees that:

1. "Wesleyan University, its officers, agents, servants and/or employees" shall be named as an Additional Insured under the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Excess Umbrella insurance policies and sent a copy of the endorsements to those policies;
2. Buyer may inspect such policies at all times;
3. Seller will cause such policies to be properly endorsed to provide that the insurance company or companies will give to Buyer thirty (30) days written notice of termination, alteration, or change therein;
4. Seller will cause the insurance company or companies to furnish Buyer with certificate(s) of insurance to be delivered to Buyer prior to the execution of this Agreement, Seller shall be liable to the Buyer for the consequences of Seller's delay in obtaining the required insurance policies and coverages. Each insurance certificate must state that the insurance carrier is required to give Seller thirty (30) days prior written notice of cancellation or material change which reduces or restricts the coverages or liability limits of any insurance policy. Seller's insurance certificate(s) shall also include "Wesleyan University, its officers, agents, servants and/or employees" as an Additional Insured in a conspicuous location.

5. Seller shall submit for review by Buyer upon Buyer's request, copies of the original insurance policies, all endorsements, attachments and certificates of insurance. If Seller fails to maintain such insurance or deliver said certificates or policies, Buyer may terminate this Agreement upon not less than thirty (30) days written notice unless Seller corrects the deficiency within thirty (30) days.
6. The Commercial General Liability, Comprehensive Motor Vehicle Liability and Excess Umbrella insurance policies required in this paragraph shall state that such policies are primary and non-contributory with any insurance maintained by Wesleyan University.
7. The Workers' Compensation policy required in this paragraph shall contain an endorsement waiving any and all subrogation rights and any rights to bring any and all Intervening Complaints in any third party actions as to the Buyer, its officers, agents, servants and/or employees.

aa – Buyer may require increased general liability coverage and/or other insurance coverage for select projects, including but not limited to environmental projects.