

Auburn University at Montgomery Independent Contractor Insurance Requirements For Third-Party Operators of Youth Programs at AUM

CONTRACTOR'S INSURANCE

The contractor shall, at its own expense, procure and maintain, without interruption during the entire term of this contract, insurance of the kinds and limits listed hereunder. Insurance Services Office, Inc. (ISO), or industry equivalent, Certificates of Insurance and Additional Insured Endorsements issued by the contractor's insurance carrier shall be furnished to Auburn University at Montgomery (AUM) before beginning work and shall name Auburn University at Montgomery; Auburn University; its Board of Trustees, individually and collectively; Administrators; Faculty; Staff; and Agents as Additional Insureds on the General Liability, Automobile Liability, and Umbrella Liability policies. The insurance coverages required under this contract are minimum insurance limits required and are not intended to limit the responsibility or liability of the Contractor. If any subcontractor is used to fulfill this contract, they or the Contractor on their behalf, shall carry the same coverages and limits of insurance outlined herein. It shall be the Contractor's responsibility to ensure compliance of this requirement.

Commercial General Liability Insurance

Commercial General Liability Insurance shall be written on an ISO form, or its industry equivalent, shall be occurrence based, and shall provide at minimum the following limits:

Each Occurrence	\$1,000,000
General Aggregate (Per Project)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Contractual Liability	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Payments	\$5,000

In addition, the policy:

- Must provide coverage for Sexual Misconduct/Abuse/Molestation, Traumatic Brain Injury, and Participant Legal Liability. Additional insured status (outlined above) must apply to all coverages required herein.
- Shall be endorsed to be Primary and Non-Contributory to any insurance held by Auburn University at Montgomery or Auburn University.

Commercial Automobile Liability Insurance

Commercial Automobile Liability Insurance shall be written to include coverage for bodily injury and property damage arising from ownership, maintenance, or use of any and all owned, non-owned, leased, and hired automobiles.

Minimum Limit	\$1,000,000 Combined Single Limit
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This may be waived if the contractor does not operate a motor vehicle on property owned, leased, or controlled by AUM or provide transportation to AUM employees or agents. Contact Risk Management & Insurance for an exemption.

Commercial Umbrella/Excess Liability Insurance

The Commercial General Liability and Commercial Automobile Liability limits specified above may be satisfied through a combination of primary and umbrella/excess liability policies written on a follow form. AUM reserves the right to require higher minimum or specific requirements depending on the service/activity of the contractor.

Worker's Compensation and Employers' Liability Insurance

If the contractor is required by law to have Workers' Compensation Insurance, coverage shall be written in accordance with statutory coverage required by the State of Alabama. A self-insurer must provide a certificate issued by the Alabama Department of Industrial Relations stating the contractor is qualified to pay its worker's compensation claims.

Employer's Liability Insurance shall be written with minimum limits of:

Bodily Injury by Accident	\$500,000 each accident
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Bodily Injury by Disease	\$500,000 each employee
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POLICY PROVIDERS

All insurance coverage shall be issued by an insurer licensed as an admitted insurer or authorized by the Alabama Commissioner of Insurance as a surplus lines insurer. The insurance company must have a minimum current A.M. Best's rating of A-, Class VII.

NOTIFICATION ENDORSEMENT

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, materially changed, allowed to lapse, or allowed to expire until AUM has received thirty (30) days of written notice. Renewal certificates shall be sent to AUM within five (5) days following the renewal or any expiration date of coverage.

DEDUCTIBLES

A contractor may elect to secure an insurance program with a deductible or self-insured retention (SIR) of up to \$25,000 without prior approval from the University. Any deductible or SIR larger than \$25,000 must be approved by the University. Contractor may be required to furnish audited financial statements to determine the contractor's financial ability to absorb the obligation of a deductible or SIR without material impact on the solvency of the contractor.

IMPAIRMENT OF LIABILITY

In the event the insurance program required by AUM were to have any pending claim(s) which may limit or exhaust any aggregate limits by more than 20%, AUM shall be notified within thirty (30) days. AUM may require additional insurance or reinstatement of the limits of liability as necessary to protect the financial interest of the University.

DUTY TO PROVIDE COPIES OF INSURANCE POLICIES

AUM and Auburn University shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification or particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties or to underwriting on such policies.

NOTICE OF INCIDENT

Contractor shall inform Auburn University Risk Management and Safety of all incidents and/or accidents that occur on University premises or that might otherwise give rise to a claim against AUM or Auburn University and shall be responsible for providing appropriate written notification. Such notification shall be provided as soon as reasonably possible but will not exceed twenty-four (24) hours after contractor is aware of the incident/accident.

INDEMNITY PROVISIONS

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Auburn University at Montgomery, Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of services under this contract, regardless of whether such claim, damage, loss, or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.