

EXHIBIT E
INSURANCE REQUIREMENTS

The Town will, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage not less than the requirements set forth below:

a. *Commercial General Liability and Automobile Liability Insurance.* The Town shall provide and maintain the following commercial general liability and automobile liability insurance:

i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

ii. The Town shall maintain limits no less than the following:

1. General Liability. One million dollars (\$1,000,000.00) per occurrence (\$1,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
2. Automobile Liability. One million dollars (\$1,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

b. *Required Provisions.* The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. The City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Town; products and completed operations of the Town; premises occupied or used by the Town; and vehicles owned, leased, hired or borrowed by the Town. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of the City.

- ii. For any claims related to this Agreement, the Town's insurance shall be primary insurance with respect to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officers, employees or authorized representatives or volunteers.
 - iv. The Town's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. Coverage shall not be canceled by the insurance carrier or the Town, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.
 - vi. Such liability insurance shall indemnify the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Town for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
 - vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
 - viii. All of the insurance shall be provided on policy forms and through companies satisfactory to the City, and shall have a minimum AM Best's rating of A- VIII.
- c. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by The City.
- d. *Evidences of Insurance.* Prior to execution of the Agreement, the Town shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.
