



## TRENTON AGRI PRODUCTS LLC INSURANCE & INDEMNIFICATION TERMS & CONDITIONS

These **Insurance & Indemnification Terms & Conditions (“Terms”)** are hereby incorporated in and made a part of each and every written Purchase Order and/or Contract entered into with **Trenton Agri Products LLC**, and shall apply to all work or services (“**Work**”) done for or on behalf of **Trenton Agri Products LLC** by the other party to the written Purchase Order and/or Contract (“**Contractor**”).

### **I. CONTRACTOR INSURANCE.**

1. Prior to beginning the Work, Contractor, at its sole cost and expense, shall procure and maintain the following insurance coverages:

#### **1.1. Workers’ Compensation and Employer’s Liability Insurance.**

- A. Worker’s Compensation Statutory
- B. Employers Liability \$500,000 Bodily Injury by Accident, Each Accident  
\$500,000 Bodily Injury by Disease, Policy Limit  
\$500,000 Bodily Injury by Disease, Each Accident
- C. **Additional Requirement:** Coverage is required regardless of whether Contractor is able to exempt itself under applicable state law from the Workers’ Compensation requirement, or whether Contractor’s employees are full-time, part-time, temporary, seasonal, leased, or borrowed.

#### **1.2. Commercial General Liability (CGL) Insurance.**

- A. \$1,000,000 Each Occurrence, Bodily Injury & Property Damage
- B. \$1,000,000 Each Occurrence, Personal & Advertising Injury
- C. \$2,000,000 General Aggregate
- D. \$2,000,000 Products/Completed Operations Aggregate
- E. **Additional Requirement:** The policy must include coverage for bodily injury, personal injury, property damage, contractual liability, products liability, completed operations, and independent contractors.

#### **1.3. Automobile Liability (AL) Insurance.**

- A. \$1,000,000 Per Accident Combined Single Limit
- B. **Additional Requirement:** The policy must cover all of Contractor’s owned, non-owned, and hired automobiles. **If Contractor’s scope of Work involves transportation of materials that are or may be considered hazardous, then Contractor’s policy shall include (i) the ISO pollution liability – broadened**



coverage for covered autos endorsement (CA 99 48) or equivalent, and (ii) the Motor Carrier Act endorsement (MCS 90).

- 1.4. **Excess or Umbrella Liability Insurance.**
  - A. \$3,000,000 Each Occurrence
  - B. \$3,000,000 Aggregate
  - C. **Additional Requirement:** The policy must be on a “follow form” basis over the terms and conditions of the Employer’s Liability, CGL, and AL policies.
  
- 1.5. **Professional Liability Insurance. REQUIRED IF CONTRACTOR’S SCOPE OF WORK INVOLVES DESIGN, ENGINEERING, SURVEYING, TESTING, OR OTHER PROFESSIONAL SERVICES.**
  - A. \$1,000,000 Each Claim
  - B. \$2,000,000 Aggregate
  
- 1.6. **Pollution Liability Insurance. REQUIRED IF CONTRACTOR’S SCOPE OF WORK INVOLVES HANDLING, MOVING, DISPOSING OF, OR TRANSPORTING POLLUTANTS OR OTHER MATERIALS/SUBSTANCES WHICH ARE OR MAY BE CONSIDERED HAZARDOUS.**
  - A. \$1,000,000 Each Claim or Occurrence
  - B. \$2,000,000 Aggregate
  - C. **Additional Requirement:** The policy must include coverage for bodily injury, property damage (including loss of use), cleanup costs, and defense (including costs and expenses incurred in the investigation or settlement of claims).
  - D. This requirement may be met through the inclusion of Sudden and Accidental Pollution Liability coverage under the CGL policy.
  
- 1.7. **Property Insurance.** Unless provided otherwise in the Purchase Order or Contract, Contractor, at its sole cost and expense, shall purchase and maintain “all-risk” Builder’s Risk insurance or equivalent property insurance to cover all Work to be constructed, installed, renovated, or repaired at **Trenton Agri Products LLC’s** premises. Such coverage shall be in the amount of the total value of the Work and include **Trenton Agri Products LLC**, any subcontractors, architects, engineers, and any other person or entity having an interest in the Work as insureds. All covered parties shall waive all rights of subrogation they may have against the other parties on losses to the extent covered by property insurance obtained pursuant to this Section 1.7, and the policy shall provide for such waiver by endorsement or otherwise. Contractor shall maintain the policy until no party other than **Trenton Agri Products LLC** has an interest in the property.
  
2. **Insurance Carrier Rating.** All insurance policies obtained and maintained by Contractor shall be with insurance companies admitted to do business in the State where **Trenton Agri Products LLC’s** premises are located and with an A.M. Best Key rating of at least “A- VIII”.



3. **Coverage Trigger and Continuing Obligation.** All insurance policies obtained and maintained by Contractor shall: (i) be on an occurrence basis (provided that Professional Liability insurance may be on a “claims-made” basis so long as the retroactive date of such policy precedes the date of the Purchase Order and/or Contract), and (ii) be continuously maintained in full force and effect for ten (10) years after completion of the Work or termination of the Purchase Order and/or Contract (whichever occurs first).
4. **Additional Insured.** All of Contractor’s insurance policies required herein (except Workers’ Compensation and Professional Liability (if applicable)) shall be endorsed to name **Trenton Agri Products LLC** (as defined below) as Additional Insureds for both ongoing and completed operations, with such coverage applying on a Primary and Non-contributory basis to any insurance maintained by such Additional Insureds.
5. **Waiver of Subrogation.** To the fullest extent allowed by law, all of Contractor’s policies, whether or not required herein, shall include a provision or endorsement whereby the insurer agrees to waive all rights of subrogation it may have against any member of **Trenton Agri Products LLC**. Contractor hereby waives any similar rights of subrogation it may have against such parties.
6. **Notice of Cancellation.** All of Contractor’s insurance policies required herein shall be endorsed to provide that all coverages are in effect and will not be cancelled without thirty (30) days prior written notice to **Trenton Agri Products LLC** (ten (10) days for nonpayment of premium). Notwithstanding the foregoing requirement, Contractor shall promptly notify **Trenton Agri Products LLC** any time that any of Contractor’s insurance coverages required herein are cancelled, non-renewed, or changed in a manner such that Contractor is no longer in compliance with these Terms.
7. **Certificate of Insurance.** Prior to beginning the Work, Contractor shall deliver a Certificate of Insurance to **Trenton Agri Products LLC** which evidences Contractor’s compliance with the insurance requirements specified herein. An updated Certificate of Insurance shall be provided any time a policy required herein is renewed, replaced, or a carrier is changed. **Trenton Agri Products LLC** shall have the right, at any time during the term of the Purchase Order and/or Contract, to request and examine complete policies of insurance and/or policy endorsements from Contractor. Failure of **Trenton Agri Products LLC** to object to a Certificate of Insurance or to enforce the requirements in this Section shall not relieve Contractor from complying with the insurance requirements in these Terms.
8. **No Limitation of Liability.** The required coverages and limits specified herein shall in no way affect, nor are they intended as a limitation on the liabilities and obligations assumed by Contractor under the Purchase Order and/or Contract and these Terms.
9. **Severability of Interest/Separation of Insureds.** All insurance carried by Contractor shall be endorsed to provide that, inasmuch as the policy is written to cover more than one



insured, all terms, conditions, insuring agreements, and endorsements, with the exception of policy limits, shall operate in the same manner as if there were a separate policy covering each insured.

10. **Per Project/Location Aggregate.** Contractor's CGL and Excess/Umbrella Liability policies shall be endorsed to provide that the aggregate limits apply on a per project or per location basis.
11. **Subcontractors.** Contractor shall ensure that each subcontractor of every tier engaged to perform all or part of the Work either be covered by insurance maintained by Contractor or by insurance procured by such subcontractor. If a subcontractor procures its own insurance, Contractor shall ensure that each such subcontractor (a) maintain the types of insurance required of Contractor under these Terms and (b) comply with all coverage requirements herein, except that Contractor shall have the sole responsibility for determining, in accordance with reasonably prudent business practices, the minimum limits required to be maintained by each such subcontractor. Contractor shall be responsible for providing **Trenton Agri Products LLC** with Certificates of Insurance from each subcontractor. No subcontractor shall be allowed to enter **Trenton Agri Products LLC's** premises until a current Certificate of insurance is on file. Regardless of whether its subcontractors procure their own coverage, Contractor shall remain primarily liable to **Trenton Agri Products LLC** for the acts, errors, and omissions of its subcontractors, as well as any deficiency in the type or adequacy of its subcontractors' insurance.

## II. **INDEMNIFICATION.**

1. To the fullest extent permitted by applicable law, Contractor shall release, defend, indemnify, and hold harmless **Trenton Agri Products LLC**, its parent, subsidiary, and affiliate companies, and the directors, officers, agents, and employees of any of them ("**Trenton Agri Products LLC**") from and against all claims, suits, demands, penalties, damages, losses, and expenses (including court costs and reasonable attorneys' fees) ("**Losses**") of whatever kind or character which arise out of or result from acts, errors, or omissions (regardless of the nature thereof, including but not limited to negligent, reckless, willful, a breach of contract, or strict liability), of Contractor or anyone for whom Contractor is legally responsible, regardless of whether or not such Losses are caused in part by **Trenton Agri Products LLC**. If the applicable law limits the scope and/or extent of indemnification allowed, then this provision shall be modified to the least extent necessary to comply with the law and allow for the greatest level of indemnification of **Trenton Agri Products LLC**.
2. Notwithstanding the foregoing, **Trenton Agri Products LLC** shall have the right, through counsel of its choice, to control the defense of any matter to the extent **Trenton Agri Products LLC** reasonably determines that such matter may have a significantly adverse effect on any member of **Trenton Agri Products LLC**.
3. Contractor's indemnity obligations in these Terms shall continue indefinitely after the completion of the Work and/or termination of **Trenton Agri Products LLC's** engagement of



Contractor and shall be in addition to all other rights and remedies of **Trenton Agri Products LLC** under these Terms and at law.

4. Contractor's obligations to release, defend, indemnify, and hold harmless **Trenton Agri Products LLC** shall not be limited in any way by reason of any insurance required herein or which may be maintained by **Trenton Agri Products LLC**.
5. Contractor shall require any and all subcontractors engaged to perform all or part of the Work to release, defend, indemnify, and hold harmless **Trenton Agri Products LLC** to the same extent as Contractor is required to by these Terms.
6. In claims against any person or entity indemnified hereunder by an employee of Contractor, a subcontractor of any tier, a supplier of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligations herein shall not be limited by a limitation on amount or types of damages, compensation, or benefits payable by or for Contractor or a subcontractor under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

## **SAMPLE CERTIFICATE OF INSURANCE ON THE FOLLOWING PAGE.**



