



## SCHEDULE 2 – INSURANCE REQUIREMENTS

Pursuant to Section 1 (d) of the Master Services Agreement to which this Schedule is attached, Sub-Contractor's Insurance must meet the following requirements:

### SUB-CONTRACTOR'S INSURANCE

Before commencing the Contract work, and as a condition precedent to any payment, the Sub-Contractor shall purchase and maintain insurance in conformance with the provisions contained in this section. This insurance will provide a defense and indemnify Powerhouse.

Proof of this insurance shall be provided to Powerhouse before the work commences, as set forth below. To the extent that the Sub-Contractor subcontracts with any other entity or individual to perform all or part of the Sub-Contractor's work, the Sub-Contractor shall require the other Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by Powerhouse of Sub-Contractor's or the Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this section deny coverage to Powerhouse, the Sub-Contractor or Subcontractor will, upon demand by Powerhouse, defend and indemnify Powerhouse at the Sub-Contractor's or Subcontractor's sole expense.

### MINIMUM LIMITS OF LIABILITY

The Sub-Contractor must maintain the required insurance with a carrier rated A- VIII or better by A.M. Best. The Sub-Contractor shall maintain at least the limits of liability coverage as set forth below:

#### Commercial General Liability

**\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)**

**\$2,000,000 General Aggregate, per project**

**\$2,000,000 Products & Completed Operations Aggregate**

**\$1,000,000 Personal and Advertising Injury Limit**

#### Business or Commercial Automobile Liability

**\$1,000,000 combined single limit per accident**

#### Worker's Compensation and Employer's Liability

**\$1,000,000 Each Accident**

**\$1,000,000 Each Employee for Injury by Disease**

**\$1,000,000 Aggregate for Injury by Disease**

#### Excess or Umbrella Liability\*

**(To overlay/excess of Employer's Liability, Automobile Liability, Commercial General Liability, and Profession Liability)**

**\$1,000,000 Each Occurrence/Aggregate**

\* Required only if initialed by the parties \_\_\_\_\_ / \_\_\_\_\_

## **ADDITIONAL INSURED STATUS AND CERTIFICATE OF INSURANCE**

Powerhouse, along with their respective officers, agents and employees, shall be named on the Commercial General Liability Insurance as Additional Insured (CG 20 26 10 01 & CG 20 37 10 01) on the Sub-Contractor's and any Subcontractor's Commercial General Liability policy, to the extent that it is permitted by law. This insurance must be primary and noncontributory with respect to the Additional Insureds. Furthermore, Powerhouse, along with their respective officers, agents and employees, shall be named as an Additional Insured to the Sub-Contractor's and any Subcontractor's Commercial Auto Liability Policies, to the extent that it is permitted by the law.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by Powerhouse is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Sub-Contractor, the Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or any directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Worker's Compensation and Excess Liability policies in favor of Powerhouse, and this clause shall apply to Powerhouse's officers, agents and employees, with respect to all projects during the policy term.

Prior to commencement of work, Sub-Contractor shall submit a Certificate of Insurance to Powerhouse and the aforementioned Additional Insured Endorsements as required by this contract.

The Certificate Holder to be listed as Powerhouse Retail Services, LLC, 812 S. Crowley Road, Suite A, Crowley, TX 76036.

The Certificate shall be in a form approved for use in the state in which the work is to take place. Copies of insurance policies shall promptly be made available to Powerhouse upon request. Sub-Contractor's or Subcontractor's Insurance Broker shall endeavor to notify Powerhouse of any change in policy or Notice of Cancellation at least 30 days prior to such change or notice taking effect.

## **CANCELLATION, RENEWAL AND MODIFICATION**

The Sub-Contractor shall maintain in effect all insurance coverages required under this Agreement at the Sub-Contractor's sole expense and with insurance companies acceptable to Powerhouse until final completion and acceptance of the entirety of the Contract Work. Certificates of Insurance showing required coverage to be in force must be delivered to Powerhouse prior to commencement of the Contract Work. In the event the Sub-Contractor fails to obtain or maintain any insurance coverage required under this Agreement, this shall be considered a material breach of the contract, entitling Powerhouse, at its sole discretion, to purchase such equivalent coverage as desired for

Powerhouse's benefit and charge the expense to the Sub-Contractor, or, in the alternative, exercise all remedies otherwise provided in the contract, or as permitted by law or equity.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	XXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	XXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE		Y	XXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	DED RETENTION \$						
<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	XXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Additional Insured and Waiver of Subrogation

Minimum Limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Powerhouse Retail Services, along with their respective officers, agents and employees, shall be named as Additional Insured and provided with Waiver of Subrogation on the General Liability and Automobile Liability. The General Liability shall also include Primary and Non Contributory basis including Completed Operations. (CG 20 26 10 01) & (CG 20 37 10 01). Workers' Compensation and Umbrella/Excess policies include Waiver of Subrogation.

All policies include endorsements providing 30 days' advance notice if the policy is cancelled or material change, by the company except for 10 days' notice for cancellation for non payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

<p>Powerhouse Retail Services, LLC 812 S. Crowley Road, Suite A Crowley TX 76036</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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Certificate Holder should read exactly...