

RIGHT OF ENTRY INSURANCE REQUIREMENTS

Third party client entering property: _____ (“Visitor/Client”) and **Chicago Rock Island & Pacific Railroad LLC and Its Subsidiaries (“Railroad”)** hereby agree and covenant as follows: The Visitor/Client entering the property, and each and every Sub-contractor of the Visitor/Client, shall, at its sole expense, maintain the following insurance with insurance companies lawfully authorized to do business in the jurisdiction in which the property is located and furnish to Railroad Certificates of Insurance evidencing same. In addition, Visitor/Client is required to forward these Right of Entry Insurance Requirements (“Requirements”) to the Visitor/Client’s Insurance Agent/Broker for their review and approval.

VISITOR/CLIENT UNDERSTANDS AND AGREES THAT THE SPECIFIED MINIMUM INSURANCE COVERAGE LEVELS BELOW ARE APPLICABLE ONLY TO SINGLE-POINT-OF-ENTRY ACCESS TO RAILROAD PROPERTY WHERE SURFACE-LEVEL ACTIVITIES OTHER THAN STRUCTURAL OR EARTH MOVING WORK ARE CONDUCTED BY THE VISITOR/CLIENT, AND PRESENCE BY THE VISITOR/CLIENT UPON RAILROAD PROPERTY WILL OCCUR NOT MORE THAN ONE HUNDRED FEET (100 FT.) FROM THE INITIAL POINT OF ENTRY. RAILROAD RESERVES THE RIGHT TO INCREASE OR DECREASE REQUIRED COVERAGE LEVELS ON A PER-ENTRY AND/OR PER-PROJECT BASIS TO MITIGATE PARTICULAR LEVEL(S) OF RISK ASSOCIATED WITH ANY ENTRY ONTO RAILROAD PROPERTY AND/OR ACTIVITIES CONDUCTED OR PROPOSED TO BE CONDUCTED THEREUPON. RISK-LEVEL AND THE CORRESPONDING REQUIRED INSURANCE COVERAGE AMOUNT(S) FOR OBTAINING RIGHT OF ENTRY PERMITTING ARE SUBJECT TO CHANGE, AND SHALL BE DETERMINED AT THE SOLE JUDGMENT AND DISCRETION OF RAILROAD. ANY CHANGE IN SCOPE OF WORK OR DATE / TIME OF ENTRY, HOWEVER SLIGHT, IS GROUNDS FOR REVIEW, REEVALUATION, ACCEPTANCE, REJECTION, AND / OR MODIFICATION OF INSURANCE REQUIREMENTS BY RAILROAD. VISITOR/CLIENT IS RESPONSIBLE FOR CONFIRMING INSURANCE REQUIREMENTS FOR EACH ENTRY BEFORE RETURNING THIS FORM AS PART OF THE RIGHT-OF-ENTRY PROCESS. THESE REQUIREMENTS ARE IN ADDITION TO, AND NOTHING HEREIN SHALL BE CONSTRUED AS AN EXCEPTION TO OR EXEMPTION FROM, ANY REQUIREMENT(S) OR TERM(S) CONTAINED IN ANY RIGHT OF ENTRY WAIVER & RELEASE FORM, CONTRACT, AGREEMENT, OR UTILITY ACCOMMODATION POLICY. RAILROAD RESERVES THE EXCLUSIVE RIGHT TO REFUSE TO ACCEPT INSURANCE COVERAGE FROM ANY CARRIER OR PROVIDER AT RAILROAD’S SOLE JUDGMENT AND DISCRETION.

1. **Workers’ Compensation and Employers Liability:** in the State in which each entry is to occur and elsewhere as may be required.

a) <u>Workers’ Compensation Coverage:</u>	Statutory Requirements
b) <u>Employers Liability Limits, Not Less Than:</u>	
Bodily Injury by Accident Per Accident:	\$100,000
Bodily Injury by Disease Per Employee:	\$100,000
Bodily Injury by Disease Policy Limit:	\$500,000

2. **Commercial General Liability:**

a) <u>Occurrence Form with the Following Limits:</u>	
(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations:	Aggregate: \$2,000,000
	Per Occurrence: \$1,000,000
(3) Personal and Advertising Injury:	\$1,000,000

3. **Excess/Umbrella Liability:**

a) <u>Occurrence Form with the Following Limits:</u>	
(1) Occurrence Limit:	\$1,000,000
(2) Aggregate:	\$1,000,000

4. **Automobile Liability:**

a) <u>Per Accident Combined Single Limit:</u>	\$1,000,000
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The Visitor/Client shall bear all costs and expenses with regard to said work and services, and furnish all tools and equipment so required. Visitor/Client shall bring or keep property upon the premises solely at its own risk, and Visitor/Client, at its sole cost and expense, will keep all personal property, and stock, now or hereafter located on the Premises, insured against "All Risk" of Loss. Railroad and any other party to whom Railroad is required to provide Additional Insured Coverage (including their agents, employees, representatives, officers, directors, stockholders, members and managers) shall be included/added as ADDITIONAL INSUREDS on all liability policies (with the exception of Workers' Compensation), even for claims caused in part by their negligence. The coverage offered to the ADDITIONAL INSUREDS on Visitor/Client's liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSUREDS and shall not permit or require such other coverage to contribute to the payment of any loss. In addition, the ADDITIONAL INSUREDS shall also be provided the same Completed Operations Coverage detailed under the Commercial General Liability Coverage Requirements. Visitor/Client agrees, for the purpose of additional insured coverage only, that this Agreement is an agreement between Visitor/Client and all ADDITIONAL INSUREDS to provide additional insured coverage.

Waiver of Recovery/Subrogation: The Visitor/Client waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against Railroad and any of their agents, officers, and employees for loss or damage covered by any of the insurance maintained by the Visitor/Client pursuant to this Agreement.

Indemnification: Visitor/Client agrees to waive any claim against, indemnify, hold harmless and defend Railroad from and against any and all liability for loss, damage or expense which Railroad may suffer or which Railroad may be held liable arising out of or in any manner connected with the work to be performed for Railroad, regardless how remote or attenuated such connection may be, even for and if caused in part by any act, omission, negligence or strict liability of Railroad or any of its representatives, employees, sub-contractors or third parties, whether known or unknown to Railroad or Visitor/Client. The parties agree and understand that the Visitor/Client is an independent and not an employee of Railroad and, therefore, the Visitor/Client is not entitled to the benefits conferred by Railroad upon its employees, including, but not limited to, liability insurance, Workers' Compensation insurance, Unemployment Compensation, health benefits, FICA and FUTA contributions and federal and state withholding with respect to taxes, vacation or sick pay. The Visitor/Client is solely responsible to pay all federal, state and local taxes. The Visitor/Client understands that Railroad will not supply any training to the Visitor/Client. The Visitor/Client will engage in work methods as the Visitor/Client deems appropriate in order to accomplish their work.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have set their hands on the date and year first written herein.

[RAILROAD]

[VISITOR/CLIENT]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____