

RIGHT OF ENTRY INSURANCE REQUIREMENTS

Third party client entering property: _____ (“Visitor/Client”)
Chicago Rock Island & Pacific Railroad LLC (“Company”)

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 the Company Certificates of Insurance evidencing same. In addition, Visitor/Client is required to forward these Insurance Requirements to the Visitor/Client’s Insurance Agent/Broker for their review and approval:

1. **Workers’ Compensation and Employers Liability:** in the State in which the [work/service] is to be performed and elsewhere as may be required.
 - a) Workers’ Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$100,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. **Commercial General Liability:**
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$2,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000

3. **Excess/Umbrella Liability:**
 - a) Occurrence Form with the following limits:

(1) Occurrence Limit	\$1,000,000
(2) Aggregate:	\$1,000,000

4. **Automobile Liability:**
 - a) Per Accident Combined Single Limit \$1,000,000

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.

Company and any other party to whom the Company 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 Company and any of their agents and employees for loss or damage covered by any of the insurance maintained by the Visitor/Client pursuant to this Agreement.

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Indemnification: Visitor/Client agrees to waive any claim against, indemnify, hold harmless and defend Company from and against any and all liability for loss, damage or expense which company may suffer or which Company may be held liable arising out of or in any manner connected with the work to be performed for Company even for and if caused in part by any act, omission, negligence or strict liability of Company or any of its representatives, employees, sub-contractors or third parties, whether known or unknown to Company or Visitor/Client.

The parties agree and understand that the Visitor/Client is an independent and not an employee of Company and, therefore, the Visitor/Client is not entitled to the benefits conferred by Company 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 Company 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.

[COMPANY]

BY: _____

TITLE: _____

DATE: _____

[VISITOR/CLIENT]

BY: _____

TITLE: _____

DATE: _____