

CENTRAL MICHIGAN UNIVERSITY INSURANCE REQUIREMENTS FOR VENDORS PROVIDING SERVICES ON THE PREMISES

Service Provider shall procure and maintain for the duration of the contract insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the Service Provider, its agents, representatives, employees or subcontractors. By requiring such minimum insurance, Central Michigan University (CMU) shall not be deemed or construed to have assessed the risk that may be applicable to the Service Provider under this Agreement. Service Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Service Provider is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum Scope and Limits of Insurance

Coverage shall be *at least as broad as and include limits no less than:*

1. **Commercial General Liability:** on an "occurrence" basis, including personal injury, bodily injury and wrongful death, broad form property damage, products and completed operations and contractual liability, with **\$2,000,000** per occurrence and **\$2,000,000** aggregate limits.
2. **Auto Liability:** insurance covering any auto, hired or non-owned with **\$1,000,000** limits per accident for bodily injury and property damage.
3. **Workers' Compensation** in accordance with the laws of the State of Michigan including an alternate employer endorsement and **Employer's Liability with \$1,000,000** per accident for bodily injury or disease.
4. **Excess Liability (Umbrella):** limits required can be met by either providing a primary insurance policy or in combination with an excess / umbrella liability policy.

If the Service Provider maintains higher limits than the minimums shown above, CMU requires and shall be entitled to coverage for the higher limits maintained.

If the Service Provider purchases higher insurance limits to specifically meet CMU requirements and charges the cost back to CMU, then an endorsement showing the limits are exclusively for CMU is required.

Other Insurance Provisions

1. **CMU, its officers, officials, employees, and designated volunteers are to be covered as additional insured** under General Liability, Auto Liability and Umbrella policies with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to the service provided, the **Service Provider's insurance coverage shall be primary** insurance as respects CMU, its officers, officials, employees, and designated volunteers.
3. The Insurance Company agrees to **waive all rights of subrogation** against CMU, its elected or appointed officers, officials, agents, employees, and designated volunteers for losses paid under the terms of any policy which arise from work performed by the Named Insured for the CMU. This provision also applies to the Service Provider's Workers' Compensation policy.

4. The insurance policy period must be current for the scheduled activity date(s).
5. In the description portion of the insurance certificate, the service type, contract number or project name need to be indicated. When applicable, also include dates of service.
6. The cancellation portion of the certificate must state advance notice in accordance with the policy provisions.

Verification of Coverage

Service Provider shall furnish CMU with certificates and amendatory endorsements affecting coverage as required in this document. All certificates and endorsements are to be received and approved by CMU before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. Service Provider also agrees to forward renewal certificates of insurance should any of the insurance coverage evidenced expire during the term of the contract. Mail or fax certificates to:

Ben Coffman, Director
Risk Management, Environmental Health & Safety
Central Michigan University
1303A West Campus Drive
Mt. Pleasant, MI 48859
Fax: (989)774-1303
Email: risk@cmich.edu