## **EXHIBIT C**

## INSURANCE REQUIREMENTS MiCareerQuest Southeast November 19, 2024

During this Contract, the Participant shall provide and maintain, at its own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in the Agreement. The insurance shall be written for not less than any minimum coverage herein specified.

## **Primary Coverages**

Commercial General Liability Occurrence Form including: (a) Premises and Operations; Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 - Each Occurrence Limit

\$1,000,000 - Personal & Advertising Injury

\$2,000,000 - Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 - Damage to Premises Rented to You (formally known as Fire Legal Liability)

**Workers' Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. Participant must also satisfy one of the following:

- 1. Fully Insured or State approved self-insurer: or
- 2. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption upon request; or
- 3. Sole Proprietors must submit a signed Sole Proprietor form upon request.

**Commercial Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

**Commercial Property Insurance**. Participant shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.

## **General Insurance Conditions**

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

- 1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
- 2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
- 3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Participant;
- 4. Participant shall be responsible for its own property insurance for all equipment and personal property used and/or stored at the Facility;
- 5. The Commercial General Liability, Commercial Automobile Liability, and Commercial Property Insurance policies along with any required coverages shall be endorsed to name the County of Oakland and it officers, directors, employees, appointees, and commissioners as additional insured where permitted by law and policy form;
- 6. The Participant shall require its contractors or sub-contractors that participate in the Event, not protected under the Participant's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
- 7. Certificates of insurance must be provided upon request and must bear evidence of all required terms, conditions and endorsements; and
- 8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.