

Appendix E

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;

Additional insurance as follows:

General Liability:	
General Aggregate	\$1,000,000.00
Professional Liability	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Automobile: (Combined single limit)	\$1,000,000.00
Excess Liability: (Umbrella)	\$5,000,000.00. (Each occurrence and aggregate.)

Certificate Holder and Endorsement Requirements

1. The Counties shall be listed as Certificate Holder as follows: Sauk County, a Municipal Corporation, 505 Broadway, Baraboo WI 53913 and Dane County, a Municipal Corporation, 210 Martin Luther King Jr. Blvd, Madison, WI 53703.
2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Lessor.
3. If any policies are purchased on a "claims made" basis, consultant hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to the Counties, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Lessor or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state of Wisconsin.
2. Consultant shall notify the Counties in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.
3. Failure to provide evidence as required shall entitle, but not require, Lessor to terminate immediately.

4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Lessee's obligations hereunder.
5. Consultant is not allowed to have a self-insure greater than \$250,000 without prior written consent of the Counties. If granted by the Counties, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Consultant in lieu of insurance. Any and all Consultant liabilities that would otherwise, in accordance with the provisions of this document, be covered by Consultants insurance will be covered as if Consultant elected not to include a deductible, self-insured retention or other financial responsibility for claims.
6. If any portion of the operation is to be subcontracted by Consultant, Consultant shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming the Counties as an additional insured, and shall require that the subcontractor shall release, defend and indemnify the Counties to the same extent and under the same terms and conditions as Consultant is required to release, defend and indemnify the Counties herein.
7. Failure to provide evidence as required by this section shall entitle, but not require, the Counties to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Consultants' obligations hereunder.
8. The fact that insurance (including, without limitation, self-insurance) is obtained by consultant shall not be deemed to release or diminish the liability of consultant including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by the Counties shall not be limited by the amount of the required insurance coverage.