

## **APPENDIX E**

### **INSURANCE REQUIREMENTS AT LAFAYETTE REGIONAL AIRPORT LAFAYETTE, LOUISIANA**

The LESSEE shall keep all structures on the premises insured to the value extent of not less than ninety percent (90%) of the replacement value, exclusive of foundation, with a deductible of not more than ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00), which deductible may be amended from time to time by agreement with the LAC, such replacement value to be re-established each three (3) years during the term hereof against damage or loss by fire, windstorm, cyclones, tornados, hail, explosion, riot, civil commotion, aircraft, vehicle, and smoke under the extended form of extended coverage endorsement prescribed as of the effective date of the said insurance by the rating organization having jurisdiction.

The LAC has, for purposes of this Bid, established the replacement value, exclusive of foundation, of new construction as ninety percent (90%) of actual construction cost.

At the sole option of the LAC, the CONTRACTOR/LESSEE/TENANT, where applicable, shall not have the option of purchasing said insurance and paying the premium thereon, but shall reimburse the LAC for any premiums which it shall pay for the cost of said insurance.

The CONTRACTOR/LESSEE/TENANT shall defend and hold the Parish of Lafayette, City of Lafayette, LAC, and the Commissioners thereof individually, the Director of Aviation and all other LAC personnel, its and/or their officers, agents, and employees (hereinafter referred to as INDEMNITIES) harmless from and indemnify them from all suits, claims, demands, actions, and/or causes of action and/or rights of action of any kind or nature in any way arising out of, and/or resulting from the use of the premises leased herein including, but without limitation, any liability for injury to (including death of) and/or damages to any persons, firms, corporations, partnerships and/or parties whomsoever, and/or property (including without limitation the Parish of Lafayette, City of Lafayette and/or LAC's premises), located in, on and/or about the Parish of Lafayette, City of Lafayette and/or LAC's premises whether caused by the sole and/or joint negligence of the CONTRACTOR/LESSEE/TENANT, its approved Sub-lessees/Contractors, and/or their agents, employees, invitees, licensees, and/or representatives, and including but without limitation any claims made under any strict liability concept, theory and/or law. CONTRACTOR/LESSEE/TENANT shall pay all expenses and attorneys fees incurred in defending any such claims against the INDEMNITIES. Additionally, CONTRACTOR/LESSEE/TENANT shall ensure that all Insurance Policies covering its operations at the Lafayette Regional Airport shall include the Lafayette Airport Commission as an Additional Insured and Certificate Holder. The LAC shall require thirty (30) days pre-notification of cancellation of said Policies.

Anything herein to the contrary notwithstanding, CONTRACTOR/LESSEE/TENANT shall not assign to any insurer by way of subrogation, or otherwise, any rights of action that CONTRACTOR/LESSEE/TENANT may have against LAC for any loss to any of CONTRACTOR's/LESSEE's/TENANT's property in or on said premises covered in insurance. LAC shall not assign to any insurer by way of subrogation, or otherwise, any right of action that LAC may have against CONTRACTOR/LESSEE/TENANT for any loss to LAC's property or other improvements on said premises covered by insurance.

The CONTRACTOR/LESSEE/TENANT agrees that at all times, after the execution of the Contract/Lease/Agreement, it will indemnify, and hold harmless, the LAC, it's Commissioners, employees and representatives, the City of Lafayette and the Parish of Lafayette, Louisiana against and from any and all liabilities, losses, suits, actions, claims, demands, damages, expenses and costs, of every kind and nature, incurred by or asserted or imposed against the LAC and it's respective agents or employees or any of them, by reason of any accident or injury, including death, or damages to any person or property, howsoever caused, resulting from or growing out of any act or commission or omission of the CONTRACTOR/LESSEE/TENANT, it's successors, agents, employees, invitees or any other similar type persons whomsoever. Certificates of insurance evidencing such Comprehensive General Liability and Contractual Liability coverage shall be furnished to the LAC.

The CONTRACTOR/LESSEE/TENANT hereby releases and discharges the LAC, it's Commissioners, representatives and employees of, and from, any and all liability, claims for damages and/or relief of any kind, whether legal or equitable or from any action or cause of action arising or alleged to arise out of the performance of work pursuant to the Contract/Lease/Agreement between the CONTRACTOR/LESSEE/TENANT and it's Contractors or by the CONTRACTOR/LESSEE/TENANT for any of it's customers.

The CONTRACTOR/LESSEE/TENANT shall pay all claims lawfully made against it by its Contractors, sub-Contractors, materialmen, and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with the performance of work, and shall cause its Contractors and sub-Contractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the premises, or any improvements thereto or thereon.

The CONTRACTOR/LESSEE/TENANT or its Contractors shall, prior to the start of any construction work, procure and maintain in effect during the performance of all construction work, Workman's Compensation, Comprehensive Public Liability Insurance, Automotive Insurance, including Bodily Injury and Death, and Property Damage Liability, which shall be in addition to all policies of insurance otherwise required by the Contract/Lease/Agreement, in limits no lower than those set forth for such categories of insurance in the following schedule:

<b>Comprehensive General Liability</b>		
A.	Combined Single Limit	\$ 1,000,000 per occurrence
B.	Aggregate	\$ 2,000,000
C.	Workman's Compensation	Statutory
D.	Fire Legal Liability	\$ 100,000
E.	Umbrella (over and above these minimums)	\$ 1,000,000

As to any insurance required by the provisions of this or any other section of the Contract/Lease/Agreement to be secured by the CONTRACTOR/LESSEE/TENANT, a certificate or certificates evidencing the existence thereof, except as otherwise herein required, shall be delivered to the LAC at least ten (10) days prior to beginning of the term of this Contract/Lease/Agreement. Each such copy or certificate shall contain a valid provision or endorsement that the policy will not be materially modified, canceled, terminated, or reduced to adversely affect this Contract/Lease/Agreement without giving thirty (30) days written advance notice thereof to the LAC. The insurance policies shall be available for inspection by representatives of the LAC at the offices of the CONTRACTOR/LESSEE/TENANT. All renewal policies or certificates relating thereto shall be delivered to the LAC at least thirty (30) days prior to the expiration date of each expiring policy except for any policy expiring after the date of expiration of the letting.

CONTRACTOR/LESSEE/TENANT shall, without expense to the LAC, ensure that all Insurance Policies covering its operations at the Lafayette Regional Airport include the Lafayette Airport Commission as an Additional Insured and Certificate Holder. The LAC shall require thirty (30) days pre-notification of cancellation of said Policies.

CONTRACTOR/LESSEE/TENANT shall, without expense to the LAC, during the full term hereof and becoming effective on the date of letting or the date of official occupancy, whichever shall first occur, obtain and cause to be kept in force, Liability Insurance Coverage, in the amounts hereinafter stated, including, but not limited to, the liability set forth in the indemnification paragraph, Comprehensive General Liability coverage, including products, completed operations, Contractual, covering this Contract/Lease/Agreement, Automobile Liability and Workman's Compensation. The required minimum limits of coverage shall be as follows:

<b>Comprehensive General Liability</b>		
A.	Combined Single Limit	\$ 1,000,000 per occurrence
B.	Aggregate	\$ 2,000,000
C.	Fire Legal Liability	\$ 100,000
D.	Umbrella (over and above these minimums)	\$ 1,000,000

<b>Comprehensive Automobile Insurance</b>		
A.	Combined Single Limit	\$ 1,000,000 per occurrence

<b>Professional Liability Insurance, when applicable</b>		
A.	Combined Single Limit	\$ 1,000,000 per occurrence

<b>Workman's Compensation</b>		
A.	Employer's Liability	Statutory

**Aircraft Liability, when applicable**

- A. Bodily Injury Liability \$ 500,000 per person  
\$ 1,000,000 per occurrence
- B. Property Damage Liability \$ 1,000,000 per occurrence

**Passenger Liability, when applicable**

- A. Bodily Injury Liability \$ 500,000 per person  
\$ 1,000,000 per occurrence

**Hangarkeeper's Liability, when applicable** \$ 1,000,000 per occurrence

Insofar as said insurance provides protection against liability for damage to third party for personal injury, death and property damage, the LAC shall be named as an additional insured, provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to LAC owned or leased property other than structures or premises and LAC personnel, and caused by, or resulting from work, acts, operations or omissions of CONTRACTOR/LESSEE/TENANT, it's officers, agents, employees, licensees, invitees, and independent contractors. The LAC shall have no liability for any premiums charged for such coverage, and the inclusion of the LAC as a named additional insured is not intended to, and shall not make the LAC a partner or joint venturer with CONTRACTOR/LESSEE/TENANT. The minimum coverage herein set forth is in no way to be construed to limit the amounts of coverage desired by the CONTRACTOR/LESSEE/TENANT.

THE CONTRACTOR/LESSEE/TENANT IS ADVISED THAT ALL AMOUNTS OF INSURANCE COVERAGE Herein above PROVIDED ARE MINIMUMS AND IN NO WAY ARE THEY TO BE CONSIDERED ADEQUATE TO INSURE A PARTICULAR CONTRACTOR's/LESSEE's/TENANT's INTEREST OR LIABILITY. THE DECISION AS TO ADEQUATE INSURANCE COVERAGE MUST BE MADE BY THE INDIVIDUAL CONTRACTOR/LESSEE/TENANT BASED UPON ITS OWN BUSINESS EXPERIENCE AND REQUIREMENTS, AS WELL AS THE REQUIREMENTS OF THIS CONTRACT/LEASE/AGREEMENT.

**NOTHING HEREIN CONTAINED SHALL PROHIBIT THE LAC FROM WAIVING ANY INSURANCE COVERAGE REQUIREMENTS WHERE THERE IS NO RISK INVOLVED AND WHERE THERE IS DEMONSTRATED TO THE LAC, IN WRITING, THAT THERE IS NO COVERAGE NECESSARY.**

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APPROVED AND ACCEPTED:

CONTRACTOR/LESSEE

Lafayette Airport Commission

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_