

GENERAL CONDITIONS

The CONTRACTOR agrees to defend, indemnify, and hold harmless, all at its expense, the OWNER from and against the following described claims: all liens, claims and demands, loss, costs, damages, actions, suits, or other proceedings by whosoever made, including claims for bodily injuries, death and property loss and damage, brought or prosecuted in any manner based upon, occasioned by, or attributable to the CONTRACTOR, its agents, invitee, licensee, or Subcontractors and all workmen and persons employed by it or otherwise under its control. Without otherwise limiting the application of this provision, CONTRACTOR and OWNER intend that this provision shall apply to all claims, as described herein, which assert any form of negligence, statutory liability of an owner of realty, products liability or strict liability against OWNER.

The CONTRACTOR further agrees to maintain such insurance as will protect it from any claims for damages for bodily injury, including death, and for all claims for property damage, which may arise from its operations under the contract.

Certificates, in duplicate, evidencing the following insurance shall be filed with American Refining Group, Inc., or its agent, on their behalf, and shall be subject to American Refining Group, Inc.'s approval as to adequacy. Should any of the below described policies be cancelled before the expiration date thereof, notice shall be given to OWNER at least thirty (30) days prior to termination, non-renewal, cancellation or reduction of coverage under any policy.

<u>Type of Insurance</u>	<u>In Limits Not Less Than</u>
a) CONTRACTOR'S Commercial General Liability, including Contractual Liability and Completed Operations. If Subcontractors are employed, CONTRACTOR's Protective Liability must be included.	Combined Bodily Injury and Property Damage \$1,000,000 each person \$1,000,000 each occurrence
b) Automotive Bodily Injury Liability (including hired automobiles and non-ownership liability).	\$1,000,000 each person \$1,000,000 each occurrence
c) Automotive Property Damage Liability (including hired automobiles and non ownership liability).	\$1,000,000 each occurrence
d) Workers Compensation	Statutory
e) Employers' Liability	\$100,000 each accident/disease \$500,000 Policy Limit
f) Pollution Liability	\$1,000,000 each occurrence

CONTRACTOR shall name OWNER as an additional insured by endorsement to its policies with respect to the above for General Liability and Automotive Bodily Injury Liability. General Liability, Automotive, and Workers Compensation policies must include a waiver of subrogation against OWNER and be primary and non-contributory with any insurance carried by OWNER. Endorsements must be provided.

CONTRACTOR further agrees to the following conditions:

- Neither the review nor failure to review such certificates or any accompanying endorsements shall constitute acceptance or waive, alter or diminish OWNER's rights under the Agreement. OWNER shall be entitled to receive, and the CONTRACTOR named on the Certificate shall be required to maintain the insurance coverage as specified in the Agreement.
- Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage nor shall it preclude OWNER from taking such other actions as is available to it under any other provision of this Agreement or by law. If higher limits or other forms of insurance are required by any other written agreement or contract, CONTRACTOR shall comply with such requirements.
- All deductibles and/or Self Insured Retentions (SIR) will be the financial responsibility of the CONTRACTOR.
- All insurance required shall be provided through acceptable insurance carriers licensed in the states where CONTRACTOR conducts business with a minimum A.M. Best Company rating of A-/VII or greater.

It shall be the responsibility of the CONTRACTOR to see that all Subcontractors maintain in full force and effect the above insurance coverage in amounts not less than stipulated.

The CONTRACTOR shall adhere to all the safety and fire prevention rules of the locations of the work and the safety rules contained in OWNERS SAFE 64 Contractor Health & Safety Manual and shall be responsible for the enforcement of such rules with its and Subcontractor's employees. Any deviation from these procedures will be a breach of contract.