

Transportation Service Provider shall, at all times during the term of this Agreement, maintain and carry insurance policies of the type and in the amounts set forth below with financially sound and reputable insurance companies acceptable to Gee Heavy Machinery LLC (“Gee HM”) and authorized to conduct business in the State of California:

DATE OF INSURANCE CERTIFICATE: The insurance certificate should be dated no earlier than five (5) business days before the start date of the Services set forth in the Master Transportation Agreement.

INSURANCE PROVIDER: Each insurance policy should be issued by financially sound and reputable insurance companies rated at least A-7 by Best’s Key Rating Guide, which companies shall be otherwise acceptable to Gee HM and authorized to conduct business in the State of California.

NAME OF INSURED: On the insurance certificate, the “Insured” block should reflect your company’s full legal name, which shall match the name provided on the Master Transportation Agreement.

SCOPE OF COVERAGE: The insurance certificate must demonstrate at least the following coverage:

Type of Coverage	Minimum Amount of Coverage
Commercial General Liability (including broad form contractual liability, independent contractor liability, broad form property damage and personal injury and must be in occurrence form only; “Claim Made” shall not be acceptable)	\$1,000,000 per occurrence, plus \$2,000,000 general aggregate limit.
Automobile Liability (must include any auto or hired and non-owned vehicles with comprehensive and collision coverage)	\$1,000,000 per occurrence for bodily injury or death or property damage, including loss of use.
Workers’ Compensation and Employer’s Liability	Workers’ compensation in an amount no less than the minimum required by law and employers’ liability in a sum no less than \$1,000,000.
Motor Truck Cargo	\$100,000 or the value of the cargo, whichever is higher.

ADDITIONAL REMARKS: On the insurance certificate, the “Description of Operations/Locations/Vehicles” block should be completed as follows:

“Gee Heavy Machinery LLC, I.S.A.O.A., A.T.I.M.A., is included as Additional Insured on the Commercial General Liability, Automobile Liability and Motor Truck Cargo policies described herein.”

CERTIFICATE HOLDER: On the insurance certificate, the “Certificate Holder” block should be completed as follows:

“Gee Heavy Machinery LLC, I.S.A.O.A., A.T.I.M.A.
Attn: General Counsel

6140 Brent Thurman Way, Suite 140
Las Vegas, NV 89148”

ADDITIONAL INSURED ENDORSEMENT: If Gee HM is not automatically included as an additional insured to the commercial general liability, automobile liability and motor truck cargo policies by contract, then each such policy shall be endorsed using the following language:

“Gee Heavy Machinery LLC, I.S.A.O.A., A.T.I.M.A., is included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Named Insured.”

PRIMARY COVERAGE REQUIREMENT/ENDORSEMENT: If the commercial general liability policy, automobile liability and motor truck cargo policies do not specify that such insurance is primary and non-contributory with respect to all other available sources, including but not limited to Gee HM’s own insurance policies, then an endorsement to such effect must be provided.

LOSS PAYEE ENDORSEMENT: If Gee HM is not automatically included as a loss payee on the motor truck cargo policy, then an endorsement to such effect must be provided.

WAIVER OF SUBROGATION ENDORSEMENT: If the commercial general liability policy, the automobile liability policy, motor truck cargo and the workers’ compensation policy do not waive the insurance carrier’s rights of subrogation against Gee HM and its insurers, then an endorsement to such effect must be provided.

NOTICE OF CANCELLATION OR CHANGE ENDORSEMENT: If any policy described above does not provide Gee HM with at least thirty (30) days’ prior written notice of cancellation (except when cancellation is for non-payment of premium, for which ten (10) days’ prior written notice must be given) or any material modification, then an endorsement to such effect must be provided.

Please note that Gee HM requires delivery of the endorsements above (i.e., the actual amendments to the insurance policy evidenced by certificate of insurance), as the certificate of insurance itself will not confer any rights.