



**THE SEMINOLE TRIBE OF FLORIDA**  
**SEMINOLE GAMING, SEMINOLE HARD ROCK HOTELS and SEMINOLE INDIAN CASINOS**  
**INSURANCE REQUIREMENTS FOR VENDORS AND SUPPLIERS, AND PROFESSIONAL CONSULTANT (if applicable)**

Vendor's insurance coverage shall include the following minimum limits and coverage:

1. **Commercial General Liability** (including umbrella or excess liability) insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition; \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to claims other than products and completed operations. Other than the standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and Vendor liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form applicable to products and contractual liability. In addition to procuring and maintaining this insurance during the duration of the contract, vendor agrees to continue to procure and continuously maintain products liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.
2. **Automobile Liability:** \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Vendor. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy, form CA 0001* ©, current edition.
3. **Workers' Compensation and Employer's Liability:** \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate, as is required by statute or law, or as may be available on a voluntary basis.

The funding of deductibles and self-insured retentions maintained by Vendor shall be the sole responsibility of Vendor. Self-insured retentions in excess of \$50,000 must be declared to and approved by the Tribe.

4. If applicable, the **Professional Consultant (Professional)** shall procure and maintain for the duration of the contract the following required insurance, with insurers' financially acceptable and lawfully authorized to do business in the states where the Owner, The Seminole Tribe of Florida, hereafter called the Tribe, conducts operations. Such coverage shall protect Professional against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from services performed by or on behalf of the Professional, his agents or representatives.

**Professional's insurance coverage shall include the following minimum limits and coverage:**

**Professional Liability** insurance covering wrongful acts made by or on behalf of the Professional. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to The Tribe, plus an additional period of three years after such services have been rendered to The Tribe.

Professional shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

**Professional Liability:** \$1,000,000 each wrongful act, \$2,000,000 policy aggregate. If Professional's contract with The Tribe exceeds \$1,000,000, the each wrongful act limits shall apply separately to the Tribe's project.

The funding of deductibles and self-insured retentions maintained by Professional shall be the sole responsibility of Professional. Self-insured retentions in excess of \$50,000 must be declared to and approved by the Tribe.

**Other Insurance Provisions:** The required insurance shall contain the following additional provisions:

1. **ADDITIONAL INSURED** – The Tribe must be included as an additional insured, by endorsement, under Vendor's Commercial General Liability as respects Vendor's products, goods or services which are sold or distributed to third parties by the Tribe in the course of the Tribe business operations. This requirement does not apply to consumable products, goods or services which are not sold or distributed to third parties by the Tribe.
2. **WAIVERS OF SUBROGATION** – Vendor agrees to waive all rights of subrogation against the Tribe and other tenants of the Tribe, as respects loss, damage, claims, suits or demands, howsoever caused:
  - a. To real or personal property, equipment, vehicles, tools, laptops etc. owned, leased or used by Vendor, it's employees, agents or subcontractors; and
  - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the Vendor. This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. The Vendor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the Tribe. Vendor further agrees to hold harmless and indemnify the Tribe for any loss or expense incurred as a result of Vendor's failure to obtain such waivers of subrogation from Vendor's insurers.
3. **NOTICE OF CANCELLATION** - Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the Tribe by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

**Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by the Tribe.

**Verification of Coverage:** Vendor shall furnish the Tribe with a certificate of insurance evidencing the required coverage prior to the delivery of product, goods or services to the Tribe. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the Tribe prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, Vendor's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

<b>Certificate Holder</b> Seminole Tribe of Florida 6300 Stirling Road Hollywood, FL 33024	<b>d/b/a</b>	<b>Additional Insured(s):</b> Seminole Gaming or gaming location if specific to that property: Seminole Hard Rock Hotel & Casino – Hollywood Seminole Indian Casino – Coconut Creek Seminole Indian Casino – Immokalee	Seminole Hard Rock Hotel & Casino – Tampa Seminole Indian Casino – Brighton Seminole Indian Casino – Hollywood <i>Classic</i>
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