

## EXHIBIT B

*Revised December 2021*

### INSURANCE REQUIREMENTS FOR LESSEES

Lessee shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

#### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

##### 1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

##### 2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If Lessee is conducting operations or events that will involve the serving of alcohol on the University's property, then a valid alcohol permit along with a liquor liability endorsement (\$1,000,000.00 minimum) will be required prior to the execution of those operations or events. The entity that is serving the alcohol is responsible for the alcohol permit and the liquor liability insurance. If someone other than the server is purchasing, donating, or otherwise providing the alcohol, then that entity must provide either a Liquor Liability Policy meeting the terms of this paragraph, or provide a Host Liability Endorsement on their Comprehensive Liability Insurance policy. In either case, the University must be named as an additional insured for the full occurrence and aggregate limits or claims-made limits on the applicable policy(ies), as described in Section C(1)(a) of this document.

##### 3. (Business) Automobile Liability

If a registered motor vehicle will be used in the performance of this Agreement (i.e. – within the course and scope and as part of the event for which the University's premises are being used, does NOT apply for the delivery and pickup of materials,

travel for the Lessee to and from the event, etc.), then Lessee shall provide Automobile Liability Insurance (Business Automobile Liability if the Lessee is a commercial entity), including coverage for any auto (owned, rented, hired and non-owned autos) with a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles (any auto).

#### 4. Professional Liability, Errors and Omissions, and Malpractice Insurance

If any of the following professionals provide services in the performance of the Agreement, Lessee shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000:

1. Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
2. Architects and Engineers;
3. Attorneys;
4. Accountants and Professional Financial Advisors;
5. Real Estate Brokers and Appraisers;
6. Insurance Agents; and
7. Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Agreement. The policy shall provide an extended reporting period of at least twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

#### 5. Cyber Liability Insurance

For Agreements in which the Lessee shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber Liability insurance, including first-party costs, shall be required with a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Agreement.

The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the University. The Lessee shall be responsible for all deductibles and self-insured retentions.

**C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverage, Automobile Liability, Cyber Liability, and Professional Liability (if applicable):
  - a. The University of Louisiana at Lafayette (“University”), the Board of Supervisors for the University of Louisiana System (“Board”), and all of their respective officers, agents, employees, and volunteers shall be named as an additional insured for the full occurrence and aggregate limits as regards negligence by the Lessee. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the University.
  - b. The Lessee’s insurance shall be primary as respects the University, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the University shall be excess and non-contributory of the Lessee’s insurance.
  - c. The Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
2. All Coverages
  - a. Coverage shall not be canceled, suspended, or voided by either party (the Lessee or the insurer) or reduced in coverage or in limits except after thirty (30) days written notice has been given to the University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Lessee’s policy.
  - b. The insurance companies issuing the policies shall have no recourse against the University for payment of premiums or for assessments under any form of the policies.
  - c. Any failure of the Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Lessee shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Agreement.

E. VERIFICATION OF COVERAGE

Lessee shall furnish the University with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the University before work commences and upon any Agreement renewal thereafter.

In addition to the Certificates, Lessee shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The University reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Lessee to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the University, may be suspended, discontinued or terminated. Failure of the Lessee to purchase and/or maintain any required insurance shall not relieve the Lessee from any liability or indemnification under the Agreement.

F. SUB-LEASES, LESSEES, SUB-LESSEES, AND VENDORS

If sub-leases are acceptable to the University, Lessee shall be responsible for verifying and maintaining the Certificates provided by each sub-lessee. Sub-lessees shall be subject to all of the requirements stated herein. The University reserves the right to request copies of sublessees' Certificates at any time.

If the Lessee choose to utilize the services of lessees, sub-lessees, vendors, and/or any other entity in the performance of this Agreement, then those entities are responsible for meeting the terms of this section with their own insurance coverages. Alternatively, the Lessee can provide evidence that these entities are covered under its (the Lessee's) insurance.

G. WORKERS COMPENSATION INDEMNITY

In the event Lessee is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Lessee, its owners, agents, and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents, or employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of Lessee, its owners, agents, and employees. The parties further agree that Lessee is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Lessee hereby agrees to

protect, defend, indemnify, and hold the State of Louisiana, its departments, agencies, agents, and employees harmless from any such assertion or claim that may arise from the performance of this Agreement.

#### H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Lessee agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur, or in any way grow out of, any act or omission of Lessee, its agents, servants, employees, sublessees, or contractors, and any and all costs, expenses, and/or attorney fees incurred by Lessee as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees, and volunteers.

Lessee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent