



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DF

DATE (MM/DD/YYYY)

04/04/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	



COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (E&S occurrence) \$ A&E EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> NO STATE TO POLY LIMITS <input type="checkbox"/> BOTH
	ANY PROPRIETOR/PARTNER/DIRECTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A	<input checked="" type="checkbox"/>			E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Cherokee Nation Businesses, L.L.C. named as additional insured on the General Liability and Commercial Auto policies as pertains to work performed by the insured. In addition a waiver of subrogation in favor of Cherokee Nation Businesses, L.L.C. applies to all policies as pertains to work performed by insured. A 30 day cancellation clause will also apply in their favor.

CERTIFICATE HOLDER Cherokee Nation Businesses L.L.C. (and applicable Subsidiaries) Attn: Risk Management Department 777 West Cherokee St Catoosa, OK 74015	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

INSURANCE REQUIREMENTS FOR CONTRACT

Contractor will carry or cause to be carried and maintained in force throughout the entire term of this Contract insurance coverages as described in paragraphs (A) through (C) below with insurance companies acceptable to Owner. The limits set forth below are minimum limits and will not be construed to limit Contractor's liability. All costs and deductible amounts will be for the sole account of the Contractor.

(A) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Contractor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(B) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.

(C) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

In each of the above described policies, Contractor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Owner its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, Owner its parent, subsidiary and affiliated companies will be named as additional insureds as respects Contractor's operations and as respects any Work performed under this contract. Any costs associated with naming these additional insureds is included in the contract cost. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to Owner its parent, subsidiary and affiliated companies, and any other insurance maintained by Owner its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

Non-renewal or cancellation of policies described above will be effective only after written notice is received by Owner from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the Work hereunder, Contractor will deliver to Owner certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverages required above. In the event of a loss or claim arising out of or in connection with the Work performed under this contract, Contractor agrees, upon request of Owner, to submit the original or a certified copy of its insurance policies for inspection by Owner.

Owner will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by the Contractor, or their employees, servants or agents, other than property which becomes a part of the contract Works.

Waiver Of Subrogation

DEFINITION of 'Waiver Of Subrogation'

A special type of endorsement on a property-casualty insurance policy. The Waiver of Subrogation prohibits the insurer from attempting to seek restitution from a third party who causes any kind of loss to the insured. This type of arrangement is allowable under certain circumstances where the insured could be held liable for a claim that is paid.

INVESTOPEDIA EXPLAINS 'Waiver Of Subrogation'

An example of Waiver of Subrogation can be seen where a tenant rents an apartment from a landlord and takes out a renter's insurance policy. The landlord makes an agreement with the tenant stating that the landlord will not hold the tenant liable for any type of damage to the rental unit. If damage occurs, the insurer could pay the claim to the landlord and then come after the tenant for the damage. But a Waiver of Subrogation would prevent the insurer from being able to do this.

Additional Insured

In US insurance policy, an **additional insured** is a person or organization that enjoys the benefits of being insured under an insurance policy, in addition to whoever originally purchased the insurance policy.^{[1][2][3]} The term generally applies within liability insurance and property insurance, but is an element of other policies as well. Most often it applies where the original named insured needs to provide insurance coverage to additional parties so that they enjoy protection from a new risk that arises out of the original named insured's conduct or operations. An additional insured often gains this status by means of an endorsement added to the policy which either identifies the additional party by name or by a general description contained in a "blanket additional insured endorsement."^[4]

For instance, in vehicle insurance a typical Personal Auto Policy will cover not only the original named insured that purchased the auto policy, but will also cover additional persons while they are driving the auto with permission of the named insured. This is a simple type of blanket additional insurance arrangement, because it does not identify the additional insured by name, but by a "blanket" general description that will automatically apply to many persons. Similarly, in liability insurance, all directors, officers, and employees of a named insured company will also enjoy the status of being an insured, so long as they are acting in their capacity of carrying out the business of the named insured company. These persons enjoy insured status only while they pursue the business of the named insured. If they deviate to pursue their own affairs, they lose this extension of coverage. This extension of coverage to people with a constant and close relationship to the named insured company is accomplished via the "Who Is An Insured" section of the liability policy. In other cases, the original named insured wishes to extend coverage to others who would not come within these standard categories. To extend coverage further, Additional Insured Endorsements are added to the policy.