

EXHIBIT "C"

INSURANCE REQUIREMENTS

- (a) API shall obtain, at its own cost and expense, and keep in force during the term of this Agreement, public liability and property damage insurance from a solvent insurance company licensed to do business in the state of Georgia with a Bests' rating of no less than A, or an insurance company otherwise acceptable to the Customer, with limited liability limits as follows:
1. Commercial general liability insurance, including personal injury liability, blanket liability, blanket contractual liability and broad form property damage liability coverage, with a combined single limit for bodily injury and property damage of not less than \$1,000,000;
 11. Workers' compensation insurance with limits as required by the Labor Code of the State of Georgia and employers' liability insurance with a limit of not less than \$500,000 per accident.
- (b) All policies of insurance obtained by API shall include the Customer, and its officers, officials, employees and volunteers as additional insured and shall contain no special limitation on the scope of protection afforded to Customer and its officers, officials, employees and volunteers. Nothing in this paragraph shall be construed to require API to provide insurance coverage for claims asserted against the Customer for the Customer's sole negligence.
- (c) The insurer of each policy obtained by API hereunder shall agree to waive all rights of subrogation against the Customer, its officers, officials, employees and volunteers for any losses caused by API.
- (d) API agrees to deliver to the Customer certificates of insurance before API hires or assigns any security guards pursuant to this Agreement and thereafter, not less than ten (10) days prior to the expiration of any policy. Such insurance may not be cancelled, suspended, voided, reduced in coverage or in limits without giving at least thirty ((30) days prior written notice to the Customer, by certified mail, return receipt requested.
- (e) Any deductibles required under any policy or any self-insured retention must be disclosed by API to the Customer. If requested by the Customer, API shall demonstrate its financial ability to pay such deductibles or self-insured retention.
- (f) Failure to comply with any reporting provisions contained in the insurance policies API obtains hereunder shall not affect coverage provided to the Customer, and its officers, officials, employees and volunteers.
- (g) All policies shall state that coverage shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- (h) All policies, endorsements, certificates and/or binders shall be subject to approval by the County Manager of Lowndes County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager