

To be named Additionally Insured:

Minnesota State University Mankato as well as Minnesota State Colleges and Universities (MnSCU) and its Board of Trustees
600 South Road
Mankato, MN 56001

Contractual Language:

- **Artist must provide and shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract.**
- **The minimum insurance amounts will be:**
 - **\$2,000,000.00 per occurrence or \$1,000,000.00 per occurrence & \$1,000,000.00 umbrella**
 - **\$2,000,000.00 annual aggregate**
- In addition, the following coverages must be included:
 - Products and Completed Operations Liability
 - Blanket Contractual Liability
 - Name the following as Additional Insureds:
 - Board of Trustees of the Minnesota State Colleges and Universities Minnesota State University, Mankato/System Office

i. Workers' Compensation Insurance.

Contractor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, Contractor shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

b. Additional Insurance Conditions:

- i. Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of Contractor's performance under this Contract:
- ii. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State.

- iii. Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- iv. Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
- v. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.
- vi. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.