AMERICAN TUG & BARGE

REQUIRED INSURANCE NOTICE

For Repair Service Orders, Purchase Orders, or Master Service Agreements

Contractor shall procure and maintain the following insurance coverage for Services and/or Goods supplied under this Agreement with American Tug & Barge, Inc. ("**ATB**" or "**Company**"):

1. Workers' Compensation Insurance, covering applicable statutory benefits in the State where work is being performed; Employer's Liability insurance in an amount of at least $1,000,000; and (when applicable) the policy will be endorsed to cover benefits under the U.S. Longshore and Harbor Workers' Compensation Act, and the Jones Act / Maritime Employers' Liability.

2. Commercial General Liability Insurance, on a per occurrence basis, endorsed to cover premises operations, products/completed operations, personal injury and contractual liability; with no watercraft exclusion, with limits of at least $1,000,000 any one occurrence.

3. Automobile Liability Insurance, including liability insurance coverage on vehicles which may be used by Contractor in connection with this Agreement, with limits of liability not less than $1,000,000 any one occurrence.

4. Should this Agreement require consulting services, Professional Liability insurance, with limits of liability not less than $1,000,000 any one occurrence, covering Services to be performed by Contractor under this Agreement.

5. Should the Services supplied under this Agreement include delivery of fuel or other hazardous products, or waste disposal, Pollution Insurance, with limits of liability not less than $1,000,000 per occurrence, and any other public liability or other environmental impairment coverage required by Federal, State or local regulatory authorities.

6. Should the Services supplied under this Agreement include use of Contractor's vessels, Protection and Indemnity or other Marine Liability Insurance, with limits of liability not less than $1,000,000 per occurrence; hull and machinery for the insured value of the vessel; and excess liability in the amount of $5,000,000 per occurrence.

The Workers' Compensation / Employers Liability insurance policy shall be endorsed to waive all rights of subrogation against American Tug & Barge, Inc.

All other policies shall be endorsed to name American Tug & Barge, Inc., including any parent, subsidiary, or affiliate of American Tug & Barge, Inc., as additional insureds, and shall be endorsed to waive all rights of subrogation against American Tug & Barge, Inc.

If Contractor maintains insurance limits higher than the limits listed above, American Tug & Barge, Inc. shall benefit from those higher limits on the same terms and conditions as provided by this Agreement.

Contractor shall require all subcontractors performing services under this Agreement to maintain in force insurance of the types and amounts specified in this Agreement.

The aforesaid policies will be endorsed to provide American Tug & Barge, Inc. with thirty (30) days' written notice prior to cancellation or reduction in coverage required by this Agreement. Contractor shall provide American Tug & Barge, Inc. with certificates of insurance prior to the supply of Services and/or Goods under this Agreement.

Commencement of this Agreement without receipt of the aforesaid certificates shall not constitute a waiver of the obligation of the Contractor to maintain the required insurance coverages and to provide American Tug & Barge, Inc. with the aforesaid certificates.

Should Contractor fail to procure or maintain any of the aforesaid insurance coverages, or by any act or omission vitiate or invalidate any of the aforesaid insurance coverage, Contractor shall indemnify American Tug & Barge, Inc. and the other beneficiaries of said insurance to the extent they or any of them suffer or incur loss, damage, liability, or expense in consequence of such failure, act, or omission.

Certificates of Insurance should be sent to:

American Tug & Barge, Inc.
Attn: Insurance / Accounts Payable
81 Big Break Rd.
Oakley, CA 94561
Email: office@amtug.com
www.amtug.com