

LEASE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 6th day of October 2022, by and between the **CITY OF CREST HILL**, (“City”) and **BRT OUTDOOR, LLC**, an Illinois limited liability company authorized to do business in Illinois (“BRT”).

RECITALS

WHEREAS, BRT has requested that it be permitted to install a digital video display multiple message sign (“Video Panels) at the locations owned by the City and more specifically identified in Exhibit A (the “City Display Sites”), in accordance with the terms and conditions hereinafter set forth, that would be available to the City at no charge for its use and benefit in lieu of rent payments; and

WHEREAS, the City has determined that the proposed use of the City Display Site in the manner hereinafter set forth will provide a public benefit by allowing the City to better notify its residents and visitors of local public events, facilities, and services and in providing emergency and civil defense notifications.

NOW, THEREFORE, THE CITY AND BRT AGREE AS FOLLOWS:

1. USE OF CITY DISPLAY SITE

Subject to BRT’s compliance with this Agreement, the City hereby grants rights of access for ingress, egress, and maintenance of the Digital Displays (hereinafter defined) and the right to install and operate the Digital Displays for the purpose of conducting outdoor advertising, public service messaging and emergency and civil defense notifications, subject to the terms and conditions of this Agreement. The term “Digital Displays” includes the Video Panels and the stone/brick base on which the Video Panels are mounted. The term “City Display Site” refers to the site of the Digital Displays as depicted on Exhibit A which is attached hereto and incorporated herein. If, at a later date, additional Digital Displays on other City Display Sites are contemplated, then this Agreement may be amended by the written consent of both parties, by a written Addendum adding additional City Display sites and the terms and conditions upon which the additional Digital Displays are to be designed, constructed, maintained and utilized, including but not limited to any additional financial terms and conditions.

The parties understand and agree that currently two of the City Display Sites listed in Exhibit A are not owned by the City nor does the City currently have any ownership, easement or other right of way rights to those locations. The City hereby warrants and represents that it will make diligent and reasonable efforts to acquire ownership, easement or other right of way rights to those locations. The parties agree that in the event the City is unsuccessful in acquiring ownership, easement or right of way rights to said City Display Sites, neither party shall have any further obligation with respect to the construction or maintenance of a digital video display multiple message sign at those sites under this Agreement.

This Agreement shall be construed to be a lease of the City Display Site depicted in Exhibit A by BRT as tenant, from the City, as Owner.

2. TERM

BRT's right to install and operate the Digital Displays at the City Display Site shall commence on the date of execution of this Agreement as hereinabove specified (the "Commencement Date") and shall continue for a period of twenty (20) years from the date of completion and full operation of the last of the enumerated Digital Displays (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term". Within thirty (30) business days from the completion and full operation of the last of the enumerated Digital Displays, BRT shall provide written notification to the City stating the date of completion and full operation of the last of the enumerated Digital Displays.

The Digital Displays that are installed at the City Display Site during the term of this Agreement shall be removed by BRT at its sole cost and expiration or termination of this Agreement.

After the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods beginning on the Expiration Date until either (i) any party provides the other party with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current term; or (ii) the parties enter into a new written lease agreement .

3. CITY USE OF DIGITAL DISPLAYS

BRT intends to display multiple messages on the Digital Displays in a fixed rotation of not less than ten (10) seconds duration per image. During the term of this Agreement, the City shall have the right to at least one of every eight (8) of the positions in the display rotation (the "Base Position") for City content on each of the Digital Displays. The City's positions in the rotation shall remain fixed and shall not be reduced during certain periods of the day or week. In addition, the City will have the opportunity to purchase additional space at the prevailing commercial rate, which additional space is referred to as "Additional Position".

BRT shall not charge the City for the use of the Video Panel for the "Base Position".

4. DESIGN AND INSTALLATION OF THE DIGITAL DISPLAYS

The Digital Displays shall consist of a property affixed structure containing up to two (2) full-color liquid crystal display (or successor technology) digital sign faces not to exceed eight (8) feet in height and sixteen (16) feet in length with a stone/brick base not to exceed ten (10) feet in height (the exact size will depend on the specific location requirements), plus extensions and other reasonable appurtenances which are incidental to the operation and maintenance of the Digital Displays, support structures and foundations, underground electrical power lines and other electrical equipment and related appurtenances. BRT, at its sole cost and expense, shall obtain all required permits, licenses, and approvals prior to commencing construction of the Digital Displays.

The City reserves the right to impose requirements in connection with the work undertaken by BRT, including without limitation, requirements that BRT: (i) submit for the City's prior written approval detailed plans and specifications prepared by licensed and competent design professionals; (ii) submit for the City's prior written approval the names and addresses of all contractors, subcontractors and suppliers; (iii) obtain and post permits and additional insurance; (iv) submit contractor, subcontractor and supplier lien waivers; and (v) comply with such other requirements as the City may impose concerning the manner and times in which such work shall

be done and other aspects of the work. City covenants and agrees that it will not unreasonably withhold its approval for any of the requirements described above.

BRT shall have the sole right to make any necessary applications with and obtaining permits from any governmental entities for the construction, use, maintenance, and removal of structures and equipment located on the City Display Site, and the City agrees to cooperate at no cost to City and hereby grants BRT a limited power of appointment solely for this purpose. All such permits shall remain the property of BRT. BRT may elect but shall have no obligation to pursue any zoning matter or continue to maintain any permit. BRT is the sole owner of the Video Panels and other equipment installed by BRT on the City Display Site and has the right to remove such property at any time or within one hundred twenty (120) following the termination or expiration of this Lease. The City shall provide all reasonably necessary access to BRT for such removal. If for any reason not caused by BRT, the structures on the City Display Site are removed, materially damaged, or destroyed, BRT's obligation to provide City's use of the Base Position and any Additional Position shall cease until the structures and equipment are rebuilt, provided BRT is reasonably pursuing replacement or repair thereof. If the above-ground portions of the structures built on the City Display Site are removed for any reason, BRT shall remove the above-ground portions and any part of the structure up to three (3) feet below grade and the property shall be restored to its original condition. Any part of the existing structure more than three (3) feet below grade can remain.

All work undertaken by BRT and its agents or contractors shall be performed: (i) in a workmanlike manner; (ii) only with materials that are high quality and free of material defects; (iii) strictly in accordance with plans and specifications approved by the City in advance in writing; (iv) diligently to completion and so as to cause the least possible interference with City operations; and (v) in compliance with all administrative regulations promulgated by the Illinois Department of Transportation ("IDOT") and other provisions of this Agreement.

5. MAINTENANCE AND REPAIR OF THE VIDEO PANELS

BRT shall, at its sole cost and expense, maintain the Digital Displays in good working condition and any repairs made shall be performed in a workmanlike manner. This maintenance and repair obligation shall include, but shall not be limited to, the prompt repair, replacement, or removal of damaged, inoperable, or malfunctioning Video Panels. BRT shall regularly inspect the City Display Site to determine whether maintenance of the Digital Displays is necessary.

The City shall promptly notify BRT in writing if it becomes aware of the need for maintenance or repair of Video Panels at the City Display Site. BRT shall diligently respond within fourteen (14) business days of the City's written notice to repair and/or maintain and shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities. In the event BRT fails to perform necessary maintenance within thirty (30) days of the written notice, the City may undertake such maintenance as it may deem reasonably necessary. Any costs incurred by the City in this regard shall be reimbursed by BRT within fourteen (14) days of a Reimbursement Invoice issued by the City.

6. MAINTENANCE OF VIDEO PANELS VISABILITY

The City shall not place or maintain any object on the City Display Site property owned by the City, or an adjacent property owned or controlled by the City which, in BRT's sole and reasonable opinion, would obstruct visibility of the advertising copy on the Video Panels or access to the City Display Site. If City fails to remove the obstruction within fourteen (14) days following written

notice from BRT, BRT may in its sole discretion: (a) remove the obstruction at City's expense; or (b) cancel this Lease and remove all property of BRT located on the City Display Site. BRT may trim any trees or vegetation currently on the City Display Site Property or on an adjacent property owned or controlled by City as often as BRT in its sole and reasonable discretion deems appropriate to prevent obstruction of the Video Panels. Without limiting the foregoing, the City shall not permit any adjacent property owned or controlled by City to be used for off premises advertising.

7. CONDITION OF PREMISES

BRT agrees to accept the City Display Site "as is", without any agreements, representations, understanding or obligations on the part of the City to perform any alterations, repairs, or improvements thereto. Upon completion of the construction and installation of the Digital Displays and stone/brick base, BRT agrees to install and maintain landscaping around the perimeter of the Digital Displays at its sole cost and expense. The landscape plan must be approved by the City prior to installation.

8. LIENS

BRT shall keep any City Property associated with any work by or for BRT free from any mechanics lien or similar liens and encumbrances. BRT shall remove any such claim, lien, or encumbrance by bond or otherwise within fourteen (14) days after written notice to BRT by the City. If BRT fails to do so, the City may pay the amount or take such other action as the City deems necessary to remove such claim, lien, or encumbrance, without being responsible for investigating the validity thereof. Nothing contained in this Agreement shall authorize BRT to do any act which shall impair the City's title to any City Property.

9. USE AND OPERATING REQUIREMENTS

A. Use; Compliance with Laws.

BRT shall use the City Display Site for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. BRT shall comply with all applicable laws and ordinances relating to its use of City Property, including without limitation, health, safety, and building codes, zoning ordinances, and all IDOT regulations and permit requirements pertaining to outdoor advertising or construction in or near a State highway.

B. Required Operations.

BRT shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes, and ordinances.

C. Prohibited Uses.

The Digital Display shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the City of Crest Hill Zoning Ordinance, or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or jello wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tobacco, birth

control, guns and ammunition (provided that the foregoing prohibition shall not prohibit the advertisement of Illinois Concealed Carry classes), advertisements for cannabis sales and similar forms of products or entertainment. The Digital Display may not be used for the display, promotion or advertisement of acts, images, or statements that unlawfully discriminate based on race, color, national origin, disability, gender, age, or religion. To avoid the inadvertent suggestion of City endorsement or opposition, the Digital Display may not be used for the display, promotion or advertisement of political candidates, political action committees, political parties, or issues of recognized political or social debate such as abortion, gun control, immigration, war, or matters involving sexual orientation.

10. UTILITIES

BRT shall provide all utilities it may require at its sole expense and: (i) make application in its own name for all utilities; (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters; and (iii) obtain such utilities direct from, and pay for the same when due directly to, the applicable utility company. The term “utilities” for the purposes hereof shall include but not be limited to electricity, cable television, internet and data services, telephone, and other communication and alarm services, and all taxes or other charges thereon. BRT shall install a separate meter and connect all equipment and lines required to supply such utilities to the City Display Site.

11. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

A. Required Insurance.

BRT and all of its contractors shall maintain during the term of this Agreement the minimum insurance requirements as set forth in the attached Exhibit B.

Copies of all policies of insurance, certificates of insurance, and endorsements reflecting the coverages required under this Agreement shall be provided to the City prior to any construction by BRT. In the event the foregoing documentation is not provided within twenty (20) business days from the date of City’s written request for such evidence of insurance, the City may terminate this agreement.

B. Certificates, Subrogation and Other Matters.

BRT shall provide the City with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverages, reflecting that the City has been named as additional insured). BRT shall provide such certificates of insurance prior to the Commencement Date, but no later than the commencement of construction. BRT shall provide renewal certificates to the City at least thirty (3) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

12. RESTORATION OF CITY DISPLAY SITE

At the expiration or earlier termination of this Agreement, BRT shall, at its expense, remove the Digital Displays and shall restore each City Display Site to its pre-existing condition.

13. ASSIGNMENT

BRT shall not, without the prior written consent of the City: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer this Agreement or any interest hereunder, by operation of law or otherwise; or (ii) permit the use of the City Display Site by any parties other than BRT. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies). Consent to assignment shall not be unreasonably withheld.

Notwithstanding the foregoing, BRT has the right to assign the Agreement or any interest hereunder, without the prior written consent of the City to (i) a company of like kind; or (ii) a bank or other financial institution for purposes of financing equipment and/or labor for the construction and/or maintenance of the Digital Displays.

14. RIGHTS RESERVED BY THE CITY

The City reserves all rights to control or modify the City Display Site as it sees fit, which rights may be exercised without subjecting the City to claims for damages or equitable relief. Subject to the preceding sentence, the City will use its best efforts to prevent the construction or placement of signs, poles, or like structures within five hundred (500) feet of a City Display Site that would obstruct the view of the Digital Displays thereon, but nothing herein shall be deemed to prevent the City from taking any actions deemed necessary by the City to satisfy its legal obligations.

15. CITY'S REMEDIES

A. Default.

The occurrence of any or more of the following events shall constitute a "Default" by BRT and shall give rise to the City's remedies set forth in paragraph B below: (i) failure to provide the Base Position, or Additional Positions when available, in accordance with this Agreement; (ii) failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following written notice expressly provided in other Sections of this Agreement, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice; (iii) (a) making by BRT of any general assignment for the benefit of creditors, (b) filing by or against BRT a petition to have BRT adjudged bankrupt, (c) appointment of a trustee or receiver to take possession of substantially all of BRT's assets located on City Property or of BRT's interest in this Agreement, (d) attachment, execution or other judicial seizure of substantially all of BRT's assets located on City Property or of BRT's interest in this Agreement. The notice and cure periods provided herein are in lieu of, and no in addition to, any notice and cure periods provided by law.

B. Remedies.

If a Default occurs, and provided the Default is not timely cured, the City shall have the right to terminate this Agreement upon thirty (30) days written notice.

Whether or not the City elects to terminate this Agreement, the City shall also be entitled to damages attributable to BRT's default.

The City shall have all other rights and remedies available under law.

C. The City's Cure of BRT Default.

If BRT fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the City, the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of BRT. In such event, BRT shall reimburse the City within thirty (30) days for all expenses incurred by the City in performing such obligation.

16. BRT REMEDIES

If, for any reason not caused by BRT: (a) the view of the Digital Displays at City Display Site advertising copy becomes entirely or partially obstructed; (b) electrical service or illumination is unavailable, or restricted; (c) the City Display Site cannot safely be used for the erection or maintenance of the Digital Displays for any reason; (d) the City Display Site become unsightly; (e) there is a diversion, reduction or change in direction flow of traffic from the street or streets currently adjacent to or leading to or past the City Display Site; (f) the Digital Displays' value for advertising purposes is diminished; (g) the Digital Displays use is prevented or restricted by law, or BRT is compelled or required by any governmental entity to reduce the number of Video Panels operated by it in the city, county or state in which the Digital Displays are located; then BRT may immediately at its option cancel this Lease and remove all property owned by BRT and located on the City Display Site.

17. INDEMNIFICATION

BRT shall, at its sole cost and expense, defend, indemnify, and hold harmless the City from and against any and all claims, demands, liabilities, damages, judgments, costs, and expenses, including without limitation, court costs and attorneys' fees, arising from BRT's use of City Display Site.

The City shall not be liable to BRT for any reason in the event BRT's use of the City Display Site is impaired, limited, modified, or prohibited on account of legal claims or proceedings asserted against the City or BRT, or from the settlement thereof by the City.

The City specifically reserves any privileges, defenses, or immunities it may have under law, including but not limited to the Local Government and Governmental Employees Tort Immunity Act.

18. HAZARDOUS MATERIALS

BRT shall not use, store, maintain, handle, dispose, release or discharge any “Hazardous Materials” upon or about City Property, or permit BRT’s employees, against, contractors or invitees to engage in such activities upon or about City Property.

19. NON-DISTURBANCE AGREEMENT

If the City Display Site is currently encumbered by a deed of trust or a mortgage, ground lease or other similar encumbrance, City shall deliver to BRT on or before the Commencement Date a Non-Disturbance Agreement in a form reasonable acceptable to BRT.

20. NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act of omission or either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by BRT shall not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.

21. NOTICES

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, address as follow or to such other address as BRT of City may from time to time designate by notice.

CITY OF CREST HILL

City of Crest Hill
1610 Plainfield Road
Crest Hill, Illinois 60403

BRT OUTDOOR, LLC

BRT Outdoor, LLC
Post Office Box 5097
Naperville, Illinois 60567

22. MISCELLANEOUS

- A. Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors, and assigns, subject to the provisions hereof.
- B. This Agreement will be recorded by BRT, at its sole cost and expense, as evidence of this Lease Agreement.
- C. The Agreement shall be governed by the Laws of the State of Illinois. Any suit or claim regarding this Agreement, breach thereof, or for damages resulting from the construction, installation or use of the Digital Display Site shall be exclusively venued in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.

- D. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other part, except under any indemnity provision of this Agreement.
- E. This Agreement has been mutually negotiated by the City and BRT and any ambiguities shall not be interpreted in favor of either party.
- F. This Agreement is binding upon the heirs, assigns, successors in interest of both City and BRT. City agrees not to assign this Lease to a competitor of BRT without BRT's written permission. BRT shall have the absolute right to assign or sublet.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

CITY OF CREST HILL

BRT OUTDOOR, LLC
An Illinois Limited Liability Company

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

EXHIBIT A

City Display Site

- 1) SE corner of Weber Road and City Center – double sided 8'x16' or 9' x 18'
- 2) NE corner of Theodore and Gaylord – single face 6'x12'
- 3) NW corner of Caton Farm and Kubinski – double sided 6' x 12'
- 4) Renwick Road – Lewis – double sided 6' x 12 or 7' x 14'

EXHIBIT B

Minimum Insurance Requirements

7-2.020-The insurance coverage required of BRT and any Subcontractors of BRT shall be written for not less than the following, or greater if required by law:

A. ***Workers' Compensation and Occupational Disease Insurance*** in accordance with applicable state and federal laws, and Employer's Liability Insurance with a bodily injury per accident limit of liability of at least \$ 500,000, bodily injury by disease limit each employee of \$500,000 and bodily injury by disease policy limit of \$500,000 or such greater sum as may be reasonably required by City.

B. ***Commercial General Liability Insurance*** provided by ISO form CG 0001 with a combined Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate, or such greater sum as may be reasonably required by City.

1. The above policy shall include an endorsement identifying City, and any other parties as may be reasonably required by City as Additional Insured. ISO endorsements CG 2010 and CG 2037 any edition, or equivalent forms, must be used to provide this coverage. Copies of the endorsements must be included with the certificate of insurance as required in paragraph L.
2. Claims-Made coverage triggers are not acceptable to City.
3. ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or an equivalent form must be endorsed to the policy and identified on the certificate of insurance. City's and BRT's Protective Liability policy can be utilized in lieu of aggregate limits per project, (see 7-2.020 for OCP requirements)
4. The policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.

5. The policy shall not contain any provision, definition or endorsement which would serve to eliminate third party action over claims

C. Comprehensive Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by the City. This policy shall include coverage for City, and any other parties as may be reasonably required by City, for liability arising out of the actions of BRT, whether by endorsement or otherwise.

D. Excess or Umbrella Liability Insurance limits of no less than \$5,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits stated below:

Employer's Liability \$500,000/ \$500,000 /
\$500,000

Commercial General Liability \$1,000,000 per
occurrence

Commercial General Liability \$2,000,000 general
aggregate

Commercial General Liability \$2,000,000 completed operations
aggregate

Comprehensive Auto Liability \$1,000,000
combined single limit

Excess/Umbrella coverage shall be provided as no less than Follow Form and shall name City, and any other parties as may be reasonably required by City, as Additional Insured on a Primary and Non-Contributory basis.

E. n/a

F. Professional Liability in the amount of \$2,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the City. This requirement covers the BRT's duties that involve professional architectural, engineering, design, or consultation work.

G. n/a

- H.** *Each of BRT's General* Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and Non-Contributory as to any insurance maintained by the Additional Insured(s) and shown on the certificate of insurance.
- I.** *An endorsement* in favor of the Additional insured(s) waiving the BRT's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, Professional Liability and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.
- J.** *Self-funded* or other non-risk transfer insurance mechanisms or deductibles/self-insured retentions greater than \$25,000 per occurrence are not acceptable to City on any insurance coverage required in this agreement. If BRT has such a program, full disclosure must be made to City prior to any consideration being given.
- K.** *Any subcontractor* employed by BRT shall have equivalent coverage.
- L.** *A Certificate of Insurance*, including copies of the Additional Insured endorsements, shall be sent to City prior to the commencement of any Work (please see the sample attached). All Certificates of Insurance and Endorsements verifying the existence of the above required insurance shall be in form and content satisfactory and acceptable to City and shall be submitted to City in a timely manner so as to confirm BRT's full compliance with these insurance requirements stated herein, throughout the entire term of this Agreement.
- M.** BRT shall provide written notice via email of any cancellation notice received by BRT from any insurer providing insurance as required in this Agreement within two (2) business days of BRT's receipt of such notice.
- N.** **Permitting BRT** to commence Work prior to City's receipt of the required certificate shall not be a waiver of the BRT's obligation to provide all of the above insurance. Acceptance by City of insurance submitted by BRT shall not relieve or decrease in any manner the liability of the BRT for its performance under this Agreement.

In the event BRT fails to obtain or maintain any of the foregoing required coverage, the City may purchase such coverage and charge the expense thereof to the BRT, or may terminate this Agreement.

These Insurance provisions are intended to be a separate and distinct obligation on the part of BRT. Therefore, these provisions shall be enforceable and BRT shall be bound thereby regardless of whether or not the Indemnity provisions of this Agreement are determined at any time to be enforceable in the jurisdiction in which the Work covered by this Agreement is performed. The obligation of BRT to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the BRT elsewhere in this Agreement.

In the event BRT or its insurance carrier(s) defaults on any obligations under this Insurance provision, BRT agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by City in the enforcement of the terms of this provision.

O. City and BRT's Protective Liability Insurance

If BRT is unable or unwilling to provide the required General Liability Additional Insured forms, a City's and BRT's Protective Policy can be purchased as an acceptable alternate; Required limits of insurance;

1. Bodily Injury and Property Damage
Combined

\$5,000,000 Each
Occurrence

\$10,000,000 Annual
Aggregate

2. BRT will furnish and maintain during the entire period of construction a City and BRT's Protective Liability policy written in the name of the City with not less than the limits indicated. The named insureds shall be:

- a. City
- b. Consultant, If required.

3. Proof of insurance for the coverages required to be purchased by BRT, including the City's and BRT's Protective Policy shall be submitted to City for his approval prior to the start of construction. Proof of the City's Protective Policy shall consist of providing an entire copy of that policy to the City. With respect to all other coverages required to be purchased by the BRT, proof of insurance shall consist of a Certificate of Insurance issued by the BRT's insurance agency.

4. It is further understood that any insurance maintained or carried by City shall be in excess of any coverage provided by any BRT or Subcontractor.

SAMPLE INSURANCE CERTIFICATE

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

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: YOUR INSURANCE AGENT	POLICY TYPE: POLICY EXPIRES: FAE (MM/DD/YYYY) FULLY AUTOMATICALLY RENEWING POLICY NO.: _____ INSURERS AFFORDING COVERAGE: NUMBER A: _____ CARriers MUST BE RATED NUMBER B: A- /M OR BETTER NUMBER C: _____ NUMBER D: _____ NUMBER E: _____ NUMBER F: _____
INSURED: YOUR NAME AND ADDRESS	REVISION NUMBER:

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.

POLICY TYPE	TYPE OF INSURANCE	AGGREGATE LIMIT	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRES	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y Y	POLICY NUMBER	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>					PERIODS (See endorsement) \$ ANY LIMIT
	SEE: AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> LOC					REDUCED (If any see endorsement) \$ ANY LIMIT
<input checked="" type="checkbox"/>	GENERAL LIABILITY	Y Y	POLICY NUMBER	EFF DATE	EXP DATE	PERSONAL AUTO LIABILITY \$ 1,000,000
	ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> UNDESIGNED AUTOS <input checked="" type="checkbox"/>					GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIMIT <input checked="" type="checkbox"/> EXCESS LIMIT <input type="checkbox"/>					PRODUCTS - COMP/OP AGS \$ 2,000,000
<input checked="" type="checkbox"/>	VEHICLE LIABILITY	Y Y	POLICY NUMBER	EFF DATE	EXP DATE	UNDESIGNED BODILY INJURY \$ 1,000,000
	SEE: AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> LOC					BODILY INJURY (Per person) \$
	PROPERTY DAMAGE (Per person) \$					BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/>	VEHICLE LIABILITY	Y Y	POLICY NUMBER	EFF DATE	EFF DATE	EACH OCCURRENCE \$ 5,000,000
	SEE: AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> LOC					AGGREGATE \$ 5,000,000
	PROPERTY DAMAGE (Per person) \$					AGGREGATE \$ 5,000,000
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y N/A	POLICY NUMBER	EFF DATE	EFF DATE	EACH OCCURRENCE \$ 500,000
	SEE: AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> LOC					E.L. DAMAGE - EA EMPLOYEE \$ 500,000
	PROPERTY DAMAGE (Per person) \$					E.L. DAMAGE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/>	POLLUTION PROFESSIONAL	Y Y	POLICY NUMBER	EFF DATE	EFF DATE	\$1,000,000/1,000,000 AGG
						\$1,000,000/2,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Check ACORD 951, Additional Remarks Schedule, if more space is required)
REL JOB NUMBER AND PROJECT NAME AND ADDRESS:
 Additional insured with respect to General Liability, Auto Liability and Umbrella/Excess Liability on a primary and non-contributory basis when required by written contract (Owner and Robinson Engineering Inc.) Owner is Certificate Holder. Waiver of Subrogation in favor of listed additional insureds with respect to General Liability, Auto Liability, Umbrella/Excess Liability and Workers' Compensation policies. Additional insured with respect to General Liability coverage per ISO forms CG2010 and CG2007 or equivalent forms. Umbrella/Excess is on a follow form basis and is primary and non-contributory.

CERTIFICATE HOLDER OWNER	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
------------------------------------	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD