



***AGREEMENT FOR INSURANCE COVERAGE  
FOR AUTHORIZED ENTRY ONTO PREMISES OF  
ODFJELL TERMINALS (CHARLESTON) LLC  
1003 E. MONTAGUE AVENUE, NORTH CHARLESTON, SC 29405***

COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

In Consideration for admittance to the Odfjell premises, or as a condition of any contract between Odfjell and COMPANY, COMPANY as identified above agrees that in addition to and separate from any other obligations of indemnification, COMPANY shall obtain and maintain continuously in effect during the term of COMPANY's presence on the Odfjell premises the following types and minimum amounts of insurance, with insurance companies satisfactory to Odfjell.

A. Workers Compensation and Employers Liability Insurance - including Occupational Disease, in accordance with the laws of the state of Texas. U.S. Longshore & Harbor Workers Compensation Act, Employers liability Insurance and Maritime Employer's Liability (if applicable) with limits of \$1,000,000 per person per occurrence.

B. Commercial General Liability Insurance - Including, but not limited to, contractual liability, products and completed operations, and sudden and accidental pollution liability (may be satisfied with Contractors Pollution Liability) with a limit of not less than \$1,000,000 for any one occurrence, and \$2,000,000 General Aggregate, \$2,000,000 Products and Completed Operations Aggregate.

C. Automobile Liability Insurance - Covering owned, non-owned, hired and all vehicles used by COMPANY with a limit of not less than \$1,000,000 applicable to bodily injury, sickness, or death and loss or damage to property in any one occurrence. Coverage should also include Broadened Pollution Coverage CA 9948 and as applicable the MCS90 endorsement.

D. Excess/Umbrellas Liability for A, B, and C above, in amounts not less than \$5,000,000

E. Contractors Pollution Liability – with limits not less than \$1,000,000 per pollution condition/event

F. Professional Liability – with limits not less than \$1,000,000

G. Subrogation - All policies identified in A, B, C, and D above shall be endorsed to provide that underwriters and insurance companies of COMPANY shall not have any right of subrogation against Odfjell, its owners, employees, invitees, servants, or underwriters, or the insurance companies of any of the foregoing.

H. Certificates - COMPANY shall furnish Certificates of Insurance to Odfjell evidencing the insurance and waiver of subrogation required by A, B, C, and D above. In addition, policies under B, C, D, and E shall list Odfjell as an Additional Assured. The additional assured shall provide identical coverage to Odfjell as is provided to the COMPANY and failure of the provided policy shall be a material breach of the agreement. Policies under A above shall have the Alternate Employer Endorsement. Each certificate shall provide that the carrier shall endeavor to provide not less than thirty (30) days prior written notice to Odfjell in the event of cancellation, material change, or non-renewal in the policies.

I. Primary Insurance - Any coverage provided Odfjell by COMPANY's insurance is primary insurance and shall not be considered contributory insurance or co-insurance with any insurance policies of Odfjell.

J. Subcontractors - Should sub-contractors be permitted to perform any work hereunder requiring their presence on the Odfjell site, COMPANY shall at its own expense provide insurance coverage for such sub-contractors as required under A, B, and C above; or shall have sub-contractors provide Certificates of Insurance with coverages and limits not less than those outlined in A-H above naming COMPANY and ODFJELL as Additional Insured.

K. Certificate Holder – The Certificate Holder referenced on the Certificate of Insurance must read as follows:

Odfjell Terminals (Charleston) LLC.  
1003 E. Montague Avenue  
North Charleston, SC 29405

Acceptance of the conditions above is indicated by the signature below.

ACCEPTED FOR COMPANY

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

INSURANCE CERTIFICATE CONTACT INFORMATION FOR COMPANY

NAME: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

ACCEPTED FOR ODFJELL

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_