

## Attachment C

### Minimum Insurance Requirements

At no additional cost to the Rebate Recipient, the Project Installer shall purchase and maintain for the Term of this Agreement or longer as may be required herein, from a company or companies lawfully authorized to do business in the Commonwealth and having a rating no lower than A- (Excellent) from A.M. Best's Key Rating Guide (latest edition in effect at the date of this Agreement and at the time of renewal of any policies required by this Agreement), the following insurance:

#### Insurance Requirements (Projects 50kW or less)

- Commercial general liability insurance (form CG 00 01 or equivalent) in a limit of not less than \$1,000,000 per occurrence, \$1,000,000 per occurrence for personal injury, \$2,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate written for a period of three years beyond final payment.
- Minimum additional \$1,000,000 umbrella for excess liability coverage.
- Commercial automobile liability with a combined single limit of \$1,000,000 with a hired and non-owned endorsement. Personal automobile liability coverage will be acceptable in lieu of commercial automobile coverage only if the vehicle used at the job site is not commercially insured. Limits for personal auto must be at least \$250,000 bodily injury per person, \$500,000 bodily injury per accident, and \$250,000 property damage per accident with an endorsement that the policy covers business related use with an additional \$1,000,000 personal umbrella policy.
- Workers' Compensation coverage as required by Chapter 152 of the Massachusetts General Laws with Employers' Liability limits of \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit.

#### Insurance Requirements (Projects greater than 50 kW)

- Commercial general liability insurance (form CG 00 01 or equivalent) in a limit of not less than \$1,000,000 per occurrence, \$1,000,000 per occurrence for personal injury, \$2,000,000 general aggregate (applied per job), and \$1,000,000 products and completed operations aggregate written for a period of three years beyond final payment.
- Minimum additional \$2,000,000 umbrella for excess liability coverage with terms and conditions that are at least as broad as the underlying liability policies and for concurrent terms with the underlying commercial general liability insurance.
- Commercial automobile liability with a combined single limit of \$1,000,000 with a hired and non-owned endorsement. Personal automobile liability coverage will be acceptable in lieu of commercial automobile coverage only if the vehicle used at the job site is not commercially insured. Limits for personal auto must be at least \$250,000 bodily injury per person, \$500,000 bodily injury per accident, and \$250,000 property damage per accident with an endorsement that the policy covers business related use with an additional \$1,000,000 personal umbrella policy.
- Workers' Compensation coverage as required by Chapter 152 of the Massachusetts General Laws with Employers' Liability limits of \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit.

### **Additional Insurance Requirements for All Projects:**

The Project Installer agrees that the Commercial General Liability insurance set forth above shall be primary and non-contributing with respect to any insurance carried by Rebate Recipient or the Project Installer's subcontractor and that Project Installer's insurance policy shall not (i) exclude subcontractors from coverage or (ii) have any restrictions on coverage resulting from subcontractors failing to maintain certain levels of insurance. In addition, if the Project is a residential property, the General Liability and Umbrella policies must include coverage for "residential work". The Commercial General Liability insurance shall name the Rebate Recipient and MTC as additional insureds with coverage at least as broad as the coverage provided to the named insured.

The Project Installer agrees that the insurance set forth above shall be written on an occurrence basis, unless Rebate Recipient approves in writing, coverage on a claims-made basis.

Certificates of insurance reasonably acceptable to the Rebate Recipient (or upon Rebate Recipient's request, a copy of the policies for verification) that include insurance coverages required and specified above shall be delivered to the Rebate Recipient and MTC promptly after execution of this Agreement. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project. These certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be canceled, modified or allowed to expire until at least thirty (30) days' prior written notice has been given to the Rebate Recipient and MTC. MTC shall accept a 10 day notice for cancellation for non-payment of premium as required by insurance company. In the event that any insurance policy providing coverages required by this Agreement will expire during the Term of this Agreement, the Project Installer shall, not less than fifteen (15) days prior to the policy's expiration date, deliver to the Rebate Recipient and MTC certificates of insurance evidencing renewal of such policies. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the invoice for final payment.

The Project Installer hereby agrees and acknowledges that (i) Project Installer shall give prompt written notice to Rebate Recipient and MTC upon becoming aware of any and all losses, damages, or injuries to any person, which may in any way be related to the Work or which might reasonably give rise to a claim against Project Installer, Rebate Recipient or MTC; (ii) Project Installer shall promptly report to Rebate Recipient any claims asserted against the Project Installer, whether related to matters insured or uninsured; (iii) Project Installer shall not settle or provide payment for any claim or loss, injury or damage or other matter as to which Rebate Recipient and/or MTC may be charged with an obligation to make any payment or reimbursement without the prior written approval of Rebate Recipient and/or MTC as applicable; (iv) the carrying of any of the insurance required hereunder shall not be interpreted as relieving the Project Installer of any responsibility to Rebate Recipient; and (v) Project Installer shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Agreement.

The Project Installer hereby agrees and acknowledges that the failure to provide and continue in force any insurance required in accordance with the terms of this Agreement shall constitute a material breach of this Agreement.