

Introduction to Certificates of Insurance

May 8, 2025

* Disclaimer...(it is insurance after all)

This is an overview and not a substitute for legal advice.

Always reference your company's legal and risk management policies.





Agenda

- Introduction
- Definitions
- Demystifying the COI-
 - Tenant
 - Vendor
- Questions

The COI

- A written verification showing all of the terms of the insurance (ACORD Form: Agency Company Organization for Research and Development)

“This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.”



Acord Forms

- ACORD 24 - Certificate of Property Insurance
- ACORD 25 - Certificate of Liability Insurance
- ACORD 27 - Evidence of Property Insurance
- ACORD 28 - Evidence of Commercial Property Insurance

Acord 27

ACORD **EVIDENCE OF PROPERTY INSURANCE** DATE (MMDDYYYY)

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY: PHONE (A/C, H/L, Ext.): COMPANY: FAX (A/C, H/L):
 AGENCY CUSTOMER ID #: LOAN NUMBER: POLICY NUMBER:
 EFFECTIVE DATE: EXPIRATION DATE: CONTINUED UNTIL TERMINATED IF CHECKED
 THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION
 LOCATION/DESCRIPTION:
 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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION PERILS INSURED: BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE

REMARKS (Including Special Conditions):

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.

ADDITIONAL INTEREST

NAME AND ADDRESS	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE		

Acord 24

ACORD **CERTIFICATE OF PROPERTY INSURANCE** DATE (MMDDYYYY)

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PRODUCER: CONTACT NAME: PHONE (A/C, H/L, Ext.): FAX (A/C, H/L):
 AGENCY: AGENCY CUSTOMER ID: INSURER(S) AFFORDING COVERAGE: NAIC #:
 INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYYYY)	POLICY EXPIRATION DATE (MMDDYYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	\$
	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

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AUTHORIZED REPRESENTATIVE

Primary and Noncontributory

This means that the tenant's or contractor's policy must pay before other applicable policies (primary) and without seeking contribution from other policies that also claim to be primary (noncontributory).

Primary and Noncontributory - Scenario

- A Property Manager hires a landscaper contractor to install new trees. During the installation- the crew left tools and debris spread out.
- When going to lunch, a passer-by trips on the debris and breaks their two front teeth upon hitting the floor. The injury requires a costly cosmetic dental procedure. The person sues the landscaping firm and the Property Manager for damages incurred.
- Assuming the agreement between the landscaping firm and the Property Manager included an additional insured endorsement, the Property Manager will seek coverage under the landscaper contractor's policy.

Primary and Noncontributory - Scenario

- **Primary Language**

- In this situation, the landscaper contractor is the *primary insurer* and, therefore, is responsible for responding to the claim first.
- The degree of their responsibility and carrier's limits will be determined by whether or not non-contributory language is present in the endorsement.

- **Non-Contributory Language**

- If the endorsement includes *non-contributory language*, the landscaper contractor would *not be able to look to the Property Manager* to contribute to the claim if its costs exceed the limits of their insurance policy.

Primary and Noncontributory - Scenario

- For example, if the passer-by sues for \$1,00,000 in damages, but the landscape contractor has a policy limit of \$500,000, the landscape contractor would pay the maximum (\$500,000) through its insurance, and the remaining balance through other means such as other policies or out-of-pocket payments.

Subrogation

Occurs when an insurance company which pays its insured client for injuries and losses then sues the party which the injured person contends caused the damages

Subrogation in Real Life!

- Betty Smith is an attorney at a law firm. On her lunch break she slips and falls in the lobby.
- She requires medical treatments and is off work for one month. Her \$150,000 in medical expenses and lost wages are covered by her firm's Worker's Comp policy.
- The law firm's Worker's Comp carrier sues the building owner to recover their losses on the premise as they allege the owner was negligent in the operation of the lobby.

Why would we want this?

- Two primary reasons:
 - Support healthy business relationships and eliminate conflicts by avoiding litigation.
 - Ensure that projects are completed promptly without litigation delays.

Demystifying the COI

- Tenant

ARTICLE 10

INSURANCE

10.1 Indemnification and Waiver. Tenant hereby assumes property or injury to persons in, upon or about the Premises from any cause but not limited to, any personal injuries resulting from a slip and fall in, upon and agrees that Landlord, Landlord's managing agent, any mortgagee, respective affiliates, partners, subpartners, members, directors, trustees, employees, and independent contractors (collectively, "Landlord Parties") and are hereby released from any responsibility for, any damage either resulting from the loss of use thereof, which damage is sustained by Tenant claiming through Tenant, except to the extent of the gross negligence of Landlord. To the fullest extent allowed by law, Tenant shall indemnify and hold the Landlord Parties from any and all loss, cost, damage, expense, without limitation court costs and reasonable attorney's fees, incurred in connection with or arising out of Tenant's occupancy of the Premises, its costs and expenses incurred in such suit, including reasonable appraisers', accountants' and other professional fees. Should Landlord be named as a defendant in any such suit, its costs and expenses incurred in such suit, including reasonable appraisers', accountants' and other professional fees shall survive the expiration or termination of this Lease.

10.2 Tenant's Compliance With Landlord's Insurance Requirements. Tenant shall, at Tenant's expense, comply with all insurance requirements of the Premises. If Tenant's conduct or use of the Premises for such insurance policies then Tenant shall reimburse Landlord at Tenant's expense, shall comply with all rules of the American Insurance Association (formerly the National Fire Insurance Company).

10.3 Tenant's Insurance. Tenant shall carry the following coverages in the following amounts during the term of this Lease:

10.3.1 Commercial General Liability Insurance on an annual basis covering claims arising out of Tenant's operations, including (i) property/operations liability; (ii) products/completed operations liability; (iii) personal and advertising injury; and (iv) independent contractors liability; and (v) broad form contractual liability on a per location basis of not less than the amounts shown below (which combination of General Liability and Umbrella policies):

Bodily Injury and Property Damage

Personal Injury

Products & Completed Operations

10.3.2 (i) all office furniture, partitions, merchandise installed by, for, or at the

10.3.5 Umbrella Liability Insurance providing excess liability coverage with respect to the commercial general liability, liquor liability, automobile liability and employers liability policies described above with limits of at least Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate and products/completed operations aggregate. Such insurance shall be written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies.

10.3.6 Liquor Liability Insurance if Tenant sells, serves or allows liquor at the Premises, with limits of not less than One Million Dollars (\$1,000,000.00) each common cause and Two Million Dollars (\$2,000,000.00) annual aggregate covering bodily injury and property damage if liability for either bodily injury or property damage is imposed on the Landlord or Tenant by reason of Tenant or its agents selling, serving or furnishing of any alcoholic beverage. Tenant's policy shall be primary and non-contributory to any other insurance available to Landlord and it shall be endorsed to add Landlord as an additional insured.

insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor. Any and all of the deductibles and premiums associated with the policies providing the insurance coverage required herein shall be assumed by Tenant, for the account of, and at the sole risk of Tenant. A lack of insurance coverage does not reduce or limit Tenant's obligation to indemnify Landlord as set forth in this Lease.

10.5 Subrogation. Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right of the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

10.6 Additional Insurance Obligations. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord, but in no event in excess of the amounts and types of insurance then being required by landlords of buildings comparable to and in the vicinity of the Building.

injury, including death accident and arising from by Tenant, Tenant's a Notwithstanding the fact obligated to carry a commercial automobile policy; provided Tenant will continue to be obligated to carry California hired auto and non-owned automotive liability insurance.

handling known or suspected toxic or office supplies) with a minimum limit of aggregate.

f policies of insurance required of Tenant under this Lease. Such insurance shall be the first named insured and (except for Landlord Parties and other individuals or entities to be requested by Landlord) as agent, if any; (ii) include a waiver of entities or persons which could arise by any act or omission of Landlord or the insurance company rated by AM Best or better and a financial size category of not less than the coverage evidenced thereby shall be provided hereunder and provide that any insurance coverage provided by such policy without Landlord (or ten (10) days for failure to pay endorsement. Tenant shall deliver said insurance on Acord 25 and a Certificate of Insurance in the form approved by Landlord (the Certificate Form) and waiver of subrogation endorsements delivered with this Lease and thereafter, at least ten (10) days prior to the renewal of any policy required herein. The Certificate Form shall evidence the following for each and every policy providing the insurance coverage required herein: (a) insurance company name, (b) policy number, (c) policy period, (d) per occurrence and aggregate limits, (e) deductibles or self-insured retentions, and (f) any applicable additional insured or waiver of subrogation endorsements. In the event Tenant shall fail to procure such



ASSORIG-01

CMALLAPUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2025

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 have ADDITIONAL INSURED provisions or 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 License # 0757776 HUB International Insurance Services Inc. 1525 Faraday Avenue Suite 150 Carlsbad, CA 92008	CONTACT NAME Mayra Murillo
	PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572
	EMAIL ADDRESS: cal.cpu@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Travelers Property Casualty Company of America	NAIC # 25674
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Oak River Insurance Company	34630
INSURER D : Houston Casualty Company	42374
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER POLICY <input type="checkbox"/> LOC OTHER:	X	X	7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7/17/2024	7/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 0	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE EXCESS LIAB DED: RETENTION \$	X	X	7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	1/10/2025	1/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			7/17/2024	7/17/2025	Per Claim 2,000,000	
D	Errors & Omissions			7/17/2024	7/17/2025	Aggregate 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Deductibles for each policy | General Liability-\$0 | Auto Liability-\$0 | Umbrella Liability-\$0 | Workers Compensation-\$0 | Professional Liability-\$10,000

Umbrella Liability policy follows form of the underlying policies only 6 per policy terms, conditions and exclusions.

RE: 1

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
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	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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What is the COI?

- Insured



CERTIFICATE OF LIABILITY INSURANCE

ASSORIG-01

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INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
INSURER B: The Travelers Indemnity Company of Connecticut	NAIC # 25682
INSURER C: Oak River Insurance Company	NAIC # 34630
INSURER D: Houston Casualty Company	NAIC # 42374
INSURER E:	
INSURER F:	

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PERCENT <input type="checkbox"/> LOC OTHER:	X X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	X	1/10/2025	1/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Deductibles for each policy | General Liability-\$0 | Auto Liability-\$0 | Umbrella Liability-\$0 | Workers Compensation-\$0 | Professional Liability-\$10,000

Umbrella Liability policy follows form of the underlying policies only per policy terms, conditions and exclusions.

RE:
SEE ATTACHED ACORD 101

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Insured-

- Tenant Entity

INSURED

Walnut Creek, CA 94597

General Liability Lease Language

10.3 **Tenant's Insurance**. Tenant shall, at its sole cost and expense, maintain the following coverages in the following amounts during the Lease Term.

10.3.1 **Commercial General Liability Insurance** on an occurrence form covering claims arising out of Tenant's operations, including (i) property/operations liability; (ii) host liquor liability, (iii) products/completed operations liability; (iv) personal and advertising injury liability; (v) independent contractors liability; and (vi) broad form contractual liability, for limits of liability on a per location basis of not less than the amounts shown below (**which limits may be met with a combination of General Liability and Umbrella policies**):

Bodily Injury and Property Damage Liability	\$2,000,000 each occurrence \$4,000,000 annual aggregate
Personal Injury Liability	\$2,000,000 each occurrence \$4,000,000 annual aggregate
Products & Completed Operations	\$4,000,000 annual aggregate

The COI

- General Liability
 - Occurrence
 - Aggregate



CERTIFICATE OF LIABILITY INSURANCE

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR) (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER POLICY <input type="checkbox"/> LOC OTHER:	X	X		7/17/2024 7/17/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRER AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		7/17/2024 7/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 0
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X		7/17/2024 7/17/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X		1/10/2025 1/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions				7/17/2024 7/17/2025	Per Claim \$ 2,000,000
D	Errors & Omissions				7/17/2024 7/17/2025	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Deductibles for each policy | General Liability-\$0 | Auto Liability-\$0 | Umbrella Liability-\$0 | Workers Compensation-\$0 | Professional Liability-\$10,000

Umbrella Liability policy follows form of the underlying policies only, per policy terms, conditions and exclusions.

RE:

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	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
	<i>Samuel K. ...</i>

General Liability

- General Liability is third-party insurance. It covers damage the insured causes to the property of others. In particular there are two coverage parts that relate to property damage:
 - The Each Occurrence and General Aggregate limits cover most forms of property damage the tenant or vendor may cause to the landlord's property, excluding fire.
 - The Damage to Rented Premises limit would cover fire damage to the landlord's property caused by a tenant's negligence.
- But it doesn't cover the Tenant's improvements, betterments, fixtures, furnitures, tools, machinery and other personal property kept on premises.

Automobile Liability

10.3.4 Automobile Liability Insurance covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, or non-owned. Tenant shall maintain insurance with a combined single limit for bodily injury and property damage of not less than the equivalent of One Million Dollars (\$1,000,000.00) each accident. Such insurance shall insure Tenant and its agents against any and all claims for bodily injury, including death resulting there from, and damage to the property of others caused by accident and arising from Tenant's operations at the Project whether such operations are performed by Tenant, Tenant's agents, or by any one directly or indirectly employed by any of them.

The COI

- Automobile Liability



ASSORIG-01

CMALLAPUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2025

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 have ADDITIONAL INSURED provisions or 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 License # 0757776 HUB International Insurance Services Inc. 1525 Faraday Avenue Suite 150 Carlsbad, CA 92008	CONTACT NAME: Mayra Murillo PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572 E-MAIL: cal.cpu@hubinternational.com
INSURED	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Travelers Property Casualty Company of America 25674 INSURER B : The Travelers Indemnity Company of Connecticut 25682 INSURER C : Oak River Insurance Company 34630 INSURER D : Houston Casualty Company 42374 INSURER E : INSURER F :

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER POLICY <input type="checkbox"/> LOC OTHER:	X X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X		7/17/2024	7/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 0
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A	X		1/10/2025	1/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			7/17/2024	7/17/2025	Per Claim 2,000,000
D	Errors & Omissions			7/17/2024	7/17/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Deductibles for each policy | General Liability-\$0 | Auto Liability-\$0 | Umbrella Liability-\$0 | Workers Compensation-\$0 | Professional Liability-\$10,000

Umbrella Liability policy follows form of the underlying policies only | per policy terms, conditions and exclusions.

RE:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

Umbrella Liability

10.3.5 Umbrella Liability Insurance providing excess liability coverage with respect to the commercial general liability, liquor liability, automobile liability and employers liability policies described above with limits of at least Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate and products/completed operations aggregate. Such insurance shall be written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies.

The COI?

- Umbrella Liability



ASSORIG-01

CMALLAPUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2025

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 have ADDITIONAL INSURED provisions or 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 License # 0757776 HUB International Insurance Services Inc. 1525 Faraday Avenue Suite 150 Carlsbad, CA 92008	CONTACT NAME Mayra Murillo	
	PHONE (A/C, No, Ext): (877) 825-2681	FAX (A/C, No): (951) 231-2572
E-MAIL ADDRESS: cal.cpu@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A - Travelers Property Casualty Company of America		25674
INSURER B - The Travelers Indemnity Company of Connecticut		25682
INSURER C - Oak River Insurance Company		34630
INSURER D - Houston Casualty Company		42374
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMPI/OP AGG \$ 4,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		7/17/2024	7/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Deductible \$ 0
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	1/10/2025	1/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 1,000,000
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions				7/17/2024	7/17/2025	Per Claim 2,000,000
D	Errors & Omissions				7/17/2024	7/17/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Deductibles for each policy | General Liability-\$0 | Auto Liability-\$0 | Umbrella Liability-\$0 | Workers Compensation-\$0 | Professional Liability-\$10,000

Umbrella Liability policy follows form of the underlying policies only, per policy terms, conditions and exclusions.

RE:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

Workers Comp

10.3.3 Statutory Worker's Compensation and Employer's Liability coverage with limits of One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee and policy limit for bodily injury by disease.

The COI?

- Workers Comp



CERTIFICATE OF LIABILITY INSURANCE

ASSORIG-01

CMALLAPUR

DATE (MM/DD/YYYY)

1/10/2025

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.

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PRODUCER License # 0757776 HUB International Insurance Services Inc. 1525 Faraday Avenue Suite 150 Carlsbad, CA 92008	CONTACT NAME: Mayra Murillo PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572 EMAIL ADDRESS: cal.cpu@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
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INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PERCT <input type="checkbox"/> LOC OTHER:	X	X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG. \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		7/17/2024	7/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 0
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X		1/10/2025	1/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions				7/17/2024	7/17/2025	Per Claim 2,000,000
D	Errors & Omissions				7/17/2024	7/17/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Deductibles for each policy | General Liability-\$0 | Auto Liability-\$0 | Umbrella Liability-\$0 | Workers Compensation-\$0 | Professional Liability-\$10,000

Umbrella Liability policy follows form of the underlying policies only | per policy terms, conditions and exclusions.

RE:

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	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
---------------------------	--

Lots of
words....

But

Very
Important

10.4 **Form of Policies.** The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall be on an occurrence basis (i) be issued to Tenant as the first named insured and (except for worker's compensation insurance) name Landlord, Landlord Parties and other individuals or entities with an interest in the Premises as may from time to time be requested by Landlord) as additional insureds, including Landlord's managing agent, if any; (ii) include a waiver of subrogation in favor of Landlord and additional insured entities or persons which could arise by reason of any payment under such policy or by reason of any act or omission of Landlord or the additional insured entities or persons; (iii) be issued by an insurance company rated by AM Best Company as having a financial strength rating of "A-" or better and a financial size category of "VIII" or greater or otherwise satisfactory to Landlord and permitted to do business in the State of California; (iv) include a provision that such policy and the coverage evidenced thereby shall be primary and noncontributory insurance as to all claims thereunder and provide that any insurance carried by Landlord, Landlord Parties and other additional insureds is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; (vi) a provision (in endorsement form if requested by Landlord) that the insurer or the insured will not cancel or change the coverage provided by such policy without giving at least thirty (30) days' prior written notice to Landlord, and (vii) a severability of interest clause or endorsement. Tenant shall deliver said certificates of insurance on a Certificate of Liability Insurance on Acord 25 and a Certificate of Property Insurance on Acord 28 or substitute equivalent forms approved by Landlord (the "**Certificate Form**") and copies of additional insured and waiver of subrogation endorsements thereof to Landlord concurrently with its execution and delivery of this Lease and thereafter, at least ten (10) days prior to the renewal of any policy required herein. The Certificate Form shall evidence the following for each and every policy providing the insurance coverage required herein: (a) insurance company name, (b) policy number, (c) policy period, (d) per occurrence and aggregate limits, (e) deductibles or self-insured retentions, and (f) any applicable additional insured or waiver of subrogation endorsements. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor. Any and all of the deductibles and premiums associated with the policies providing the insurance coverage required herein shall be assumed by, for the account of, and at the sole risk of Tenant. A lack of insurance coverage does not reduce or limit Tenant's obligation to indemnify Landlord as set forth in this Lease.

- Additional Insureds

10.4 **Form of Policies.** The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall be on an occurrence basis (i) be issued to Tenant as the first named insured and (except for worker's compensation insurance) name Landlord, Landlord Parties and other individuals or entities with an interest in the Premises as may from time to time be requested by Landlord) as additional insureds, including Landlord's managing agent, if any; (ii) include a waiver of subrogation in favor of Landlord and additional insured entities or persons which could arise by reason of any payment under such policy or by reason of any act or omission of Landlord or the additional insured entities or persons; (iii) be issued by an insurance company rated by AM Best Company as having a financial strength rating of "A-" or better and a financial size category of "VIII" or greater or otherwise satisfactory to Landlord and permitted to do business in the State of California; (iv) include a provision that such policy and the coverage evidenced thereby shall be primary and noncontributory insurance as to all claims thereunder and provide that any insurance carried by Landlord, Landlord Parties and other additional insureds is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; (vi) a provision (in endorsement form if requested by Landlord) that the insurer or the insured will not cancel or change the coverage provided by such policy without giving at least thirty (30) days' prior written notice to Landlord, and (vii) a severability of interest clause or endorsement. Tenant shall deliver said certificates of insurance on a Certificate of

The COI

- Additional
- Con

AGENCY CUSTOMER ID: ASSORIG-01 CMALLAPUR
LOC #: 1

ACORD **ADDITIONAL REMARKS SCHEDULE** Page 1 of 1

AGENCY HUB International Insurance Services Inc.	License # 0757776	NAMED INSURED
POLICY NUMBER SEE PAGE 1	CARRIER SEE PAGE 1	NAIC CODE SEE P 1
EFFECTIVE DATE: SEE PAGE 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Additional Insured with regard to the General Liability policy, when required by written contract, per the attached endorsement form CGD381 09/15, Primary & Non-Contributory and Waiver of Subrogation included. Per Project Aggregate applies with regard to the General Liability policy, when required by written contract, per the attached endorsement form CGD469 02/19, Additional Insured with regard to the Auto Liability policy, when required by written contract, per the attached endorsement form CAT420 02/15, Waiver of Subrogation included. Primary & Non-Contributory wording applies to the Auto Liability policy, when required by written contract, per the attached endorsement form CAT474 02/16. Additional Insured with regard to Umbrella Liability when required by written contract per the attached endorsement form EU0001 07/16, Primary & Non-Contributory and Waiver of Subrogation included. Waiver of Subrogation applies to the Workers Compensation policy, when required by written contract, per the attached endorsement form WC990410C 01/19.

30 Days Notice of Cancellation per the attached endorsement form ILT400 05/19.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

ASSORIG-01 CMALLAPUR
DATE (MM/DD/YYYY) 1/10/2025

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

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.

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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$0	X	X	6	7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	E	7/17/2024	7/17/2025	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 0
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 DED RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N	N/A	X	1/10/2025	1/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions				7/17/2024	7/17/2025	Per Claim \$ 2,000,000
D	Errors & Omissions				7/17/2024	7/17/2025	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Deductibles for each policy | General Liability-\$0 | Auto Liability-\$0 | Umbrella Liability-\$0 | Workers Compensation-\$0 | Professional Liability-\$10,000

Umbrella Liability policy follows form of the underlying policies only, per policy terms, conditions and exclusions.

RE: [REDACTED]

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER _____ _____ _____	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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

Waiver of Subrogation

10.4 **Form of Policies.** The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall be on an occurrence basis (i) be issued to Tenant as the first named insured and (except for worker's compensation insurance) name Landlord, Landlord Parties and other individuals or entities with an interest in the Premises as may from time to time be requested by Landlord) as additional insureds, including Landlord's managing agent, if any; (ii) include a waiver of subrogation in favor of Landlord and additional insured entities or persons which could arise by reason of any payment under such policy or by reason of any act or omission of Landlord or the additional insured entities or persons; (iii) be issued by an insurance company rated by AM Best Company as having a financial strength rating of "A-" or better and a financial size category of "VIII" or greater or otherwise satisfactory to Landlord and permitted to do business in the State of California; (iv) include a provision that such policy and the coverage evidenced thereby shall be primary and noncontributory insurance as to all claims thereunder and provide that any insurance carried by Landlord, Landlord Parties and other additional insureds is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; (vi) a provision (in endorsement form if requested by Landlord) that the insurer or the insured will not cancel or change the coverage provided by such policy without giving at least thirty (30) days' prior written notice to Landlord, and (vii) a severability of interest clause or endorsement. Tenant shall deliver said certificates of insurance on a Certificate of



ASSORIG-01

CMALLAPUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2025

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 have ADDITIONAL INSURED provisions or 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 License # 0757776 HUB International Insurance Services Inc. 1525 Faraday Avenue Suite 150 Carlsbad, CA 92008	CONTACT NAME: Mayra Murillo PHONE (A/C. No. Ext): (877) 825-2681 FAX (A/C. No.): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
INSURER B: The Travelers Indemnity Company of Connecticut	NAIC # 25682
INSURER C: Oak River Insurance Company	NAIC # 34630
INSURER D: Houston Casualty Company	NAIC # 42374
INSURER E:	
INSURER F:	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SUBJECT <input type="checkbox"/> LOC OTHER:	X	X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POF AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		7/17/2024	7/17/2025	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 0
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	X		7/17/2024	7/17/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X		1/10/2025	1/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Errors & Omissions				7/17/2024	7/17/2025	Per Claim \$ 2,000,000
D	<input checked="" type="checkbox"/> Errors & Omissions				7/17/2024	7/17/2025	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ***Deductibles for each policy | General Liability-\$0 | Auto Liability-\$0 | Umbrella Liability-\$0 | Workers Compensation-\$0 | Professional Liability-\$10,000**

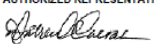
Umbrella Liability policy follows form of the underlying policies only per policy terms, conditions and exclusions.

RE

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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 

ACORD 25 (2016/03)

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COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Insurers

10.4 **Form of Policies.** The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall be on an occurrence basis (i) be issued to Tenant as the first named insured and (except for worker's compensation insurance) name Landlord, Landlord Parties and other individuals or entities with an interest in the Premises as may from time to time be requested by Landlord) as additional insureds, including Landlord's managing agent, if any; (ii) include a waiver of subrogation in favor of Landlord and additional insured entities or persons which could arise by reason of any payment under such policy or by reason of any act or omission of Landlord or the additional insured entities or persons; (iii) be issued by an insurance company rated by AM Best Company as having a financial strength rating of "A-" or better and a financial size category of "VIII" or greater or otherwise satisfactory to Landlord and permitted to do business in the State of California; (iv) include a provision that such policy and the coverage evidenced thereby shall be

- NAIC- National Association of Insurance Commissioners
 - The NAIC number is used to verify the company's financial data, check fraud cases, and close and open complaints against the company in the past.
- Different companies underwrite different policies

Primary & Noncontributory

10.4 **Form of Policies.** The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall be on an occurrence basis (i) be issued to Tenant as the first named insured and (except for worker's compensation insurance) name Landlord, Landlord Parties and other individuals or entities with an interest in the Premises as may from time to time be requested by Landlord) as additional insureds, including Landlord's managing agent, if any; (ii) include a waiver of subrogation in favor of Landlord and additional insured entities or persons which could arise by reason of any payment under such policy or by reason of any act or omission of Landlord or the additional insured entities or persons; (iii) be issued by an insurance company rated by AM Best Company as having a financial strength rating of "A-" or better and a financial size category of "VIII" or greater or otherwise satisfactory to Landlord and permitted to do business in the State of California; (iv) include a provision that such policy and the coverage evidenced thereby shall be primary and noncontributory insurance as to all claims thereunder and provide that any insurance carried by Landlord, Landlord Parties and other additional insureds is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; (vi) a provision (in endorsement form if requested by Landlord) that the insurer or the insured will not cancel or change the coverage provided by such policy without giving at least thirty (30) days' prior written notice to Landlord, and (vii) a severability of interest clause or endorsement. Tenant shall deliver said certificates of insurance on a Certificate of

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

POLICY NUMBER:
POLICY PERIOD: 7/17/2024 TO 7/17/2025

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.



Vendor Example

Vendor Contract Language

deemed to be ineffective in the event that the email copy is not sent or received.

35. INSURANCE.

(a) Contractor shall, throughout the duration of this Agreement and for such additional time periods as required below, purchase and maintain, at its expense, and from time to time renew, such insurance as will protect the Contractor and the Indemnified Parties from claims which may arise out of or result from the operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, and to meet the following minimum requirements:

(i) Worker's Compensation Insurance in statutory amounts.

(ii) Employer's Liability Insurance in the minimum amount of \$2,000,000.00.

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising, independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

(iv) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder and including coverage for owned, non-owned and or hired vehicles.

(v) Non-occupational and Disability Insurance, if required by the State where the Property is located.

(vi) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence.

(vii) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit.

(viii) Liquor Liability Insurance shall be maintained by any Contractor providing and or serving alcohol as part of the Services herein, with a limit of not less than \$2,000,000.

(ix) Umbrella/Excess Liability Insurance in the minimum amount of \$5,000,000 covering both Bodily Injury and Property Damage on a form that is not more restrictive than underlying and providing excess coverage to the Commercial General Liability, Auto Liability, Liquor Liability, Employers Liability and Garage Liability as applicable.

(x) Professional Liability / Errors and Omissions Insurance shall be maintained by any consultant or Contractor providing professional services. Such coverage shall be maintained at its own cost with limits of not less than \$2,000,000 for each claim and \$2,000,000 in the aggregate covering financial loss as well as bodily injury and property damage arising from errors and omissions committed in the performance of Professional Services. This insurance shall provide coverage for the Professional Services performed under this Agreement by the consultant or Contractor or anyone directly or indirectly employed by it. Contingent bodily injury and property damage coverage shall not be subject to any sublimit. Such coverage may be provided on a "claims-made" policy form, provided the coverage effective date precedes the date upon which services begin and is maintained by renewal or extended reporting provision for not less than ten (10) years after completion of services.

(xi) Contractors Pollution Liability Insurance shall be maintained by any Contractor providing services and or performing operations relating construction, renovation, environmental abatement, remediation or work involving use, treatment, storage, removal or transportation of hazardous materials at, to or from the property, with limits of liability not less than \$5,000,000, covering all operations performed and including coverage for cleanup, bodily injury and property damage and having no mold exclusion. With respect to all contractors transporting and/or disposing of hazardous waste, such insurance must also include coverage for transportation and all owned and/or non-owned disposal sites to which waste is hauled, all on a

primary and non-contributory basis and continuing for not less than two (2) years following completion of work and on terms otherwise satisfactory to Owner.

Limits of liability specified herein may be satisfied by maintaining a combination of primary and umbrella/excess liability policies. All such insurance shall be issued by Companies licensed to do business in the state where the Property is located, having a Best's rating of not less than A-VIII, and otherwise satisfactory to Owner. All of such policies (with the exception of professional liability insurance) shall be on an "occurrence basis" and the parties listed on Exhibit C attached hereto, and any and all other parties identified by Owner, from time to time, shall be included as additional insureds ("Additional Insureds") under Contractor's General Liability, Automobile Liability and Excess Liability insurance policies for the full term required including products and completed operations terms. Certificates of insurance in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Manager simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates of insurance shall be delivered by Contractor to Manager evidencing the renewal of such insurance, together with evidence satisfactory to Manager of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to Manager and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

(b) Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance where applicable and be responsible to maintain property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Manager and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Manager or Owner for any loss or damage to property of the type covered by such insurance. Contractor and any of its subcontractors, agents and employees, also agree to waive all rights of recovery and subrogation against the Owner and

manager and will have their insurance policies required to be maintained above provide waivers of subrogation by endorsement or otherwise.

(c) Contractor's Comprehensive General Liability Insurance shall be primary, and any such insurance maintained by Manager and/or Owner shall be secondary and non-contributory and excess over the Comprehensive General Liability Insurance to be maintained by Contractor hereunder.

(d) No deductibles maintained by Contractor shall be applied to Owner or Manager and shall be the full responsibility of the Contractor.

(e) In the event that the Contractor has in force any insurance coverage with coverages broader and/or limits higher than the minimum coverage amounts specified hereunder, (1) such broader terms and higher limits shall insure and be available to each of the Additional Insureds and (2) this Contract shall be deemed to require such broader terms and higher limits.

(f) Any insurance limits required by this Agreement are minimum limits only and are not intended to restrict the liability imposed on any Contractor for work performed under this Agreement.

(g) Contractor agrees that the provisions set forth in this Paragraph 35 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

36. PERSONAL PROPERTY. All of the equipment, effects and property of every kind of Contractor, and all persons claiming, by, through or under Contractor, which may be at the Property, shall be at the sole risk and hazard of Contractor and if the whole or any part thereof shall be destroyed, damaged, or stolen, no part of said loss or damage is to be charged to or borne by Owner. Upon the expiration or earlier termination of this Agreement, Contractor shall remove all of its personal property from the Property.

Vendor COI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
10/26/2024

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 have ADDITIONAL INSURED provisions or 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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: ACE Property & Casualty Insurance Company		20699
INSURER C: Indemnity Insurance Company of North Ameri		43575
INSURER D: QBE Specialty Insurance Company		11515
INSURER E: Federal Insurance Company		20281
INSURER F: AIG Specialty Insurance Company		26883


COVERAGES **CERTIFICATE NUMBER:** W35931437 **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.

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSD VWD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			11/01/2024	11/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			07/01/2024	07/01/2025	Each Claim \$5,000,000 Aggregate \$5,000,000 Retention \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER	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 

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Workers Comp Contract Language

deemed to be ineffective in the event that the email copy is not sent or received.

35. INSURANCE.

(a) Contractor shall, throughout the duration of this Agreement and for such additional time periods as required below, purchase and maintain, at its expense, and from time to time renew, such insurance as will protect the Contractor and the Indemnified Parties from claims which may arise out of or result from the operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, and to meet the following minimum requirements:

(i) Worker's Compensation Insurance in statutory amounts.

(ii) Employer's Liability Insurance in the minimum amount of \$2,000,000.00.

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising, independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

(iv) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder and including coverage for owned, non-owned and or hired vehicles.

(v) Non-occupational and Disability Insurance, if required by the State where the Property is located.

(vi) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence.

(vii) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit.

(viii) Liquor Liability Insurance shall be maintained by any Contractor providing and or serving alcohol as part of the Services herein, with a limit of not less than \$2,000,000.

(ix) Umbrella/Excess Liability Insurance in the minimum amount of \$5,000,000 covering both Bodily Injury and Property Damage on a form that is not more restrictive than underlying and providing excess coverage to the Commercial General Liability, Auto Liability, Liquor Liability, Employers Liability and Garage Liability as applicable.

(x) Professional Liability / Errors and Omissions Insurance shall be maintained by any consultant or Contractor providing professional services. Such coverage shall be maintained at its own cost with limits of not less than \$2,000,000 for each claim and \$2,000,000 in the aggregate covering financial loss as well as bodily injury and property damage arising from errors and omissions committed in the performance of Professional Services. This insurance shall provide coverage for the Professional Services performed under this Agreement by the consultant or Contractor or anyone directly or indirectly employed by it. Contingent bodily injury and property damage coverage shall not be subject to any sublimit. Such coverage may be provided on a "claims-made" policy form, provided the coverage effective date precedes the date upon which services begin and is maintained by renewal or extended reporting provision for not less than ten (10) years after completion of services.

(xi) Contractors Pollution Liability Insurance shall be maintained by any Contractor providing services and or performing operations relating construction, renovation, environmental abatement, remediation or work involving use, treatment, storage, removal or transportation of hazardous materials at, to or from the property, with limits of liability not less than \$5,000,000, covering all operations performed and including coverage for cleanup, bodily injury and property damage and having no mold exclusion. With respect to all contractors transporting and/or disposing of hazardous waste, such insurance must also include coverage for transportation and all owned and/or non-owned disposal sites to which waste is hauled, all on a

primary and non-contributory basis and continuing for not less than two (2) years following completion of work and on terms otherwise satisfactory to Owner.

Limits of liability specified herein may be satisfied by maintaining a combination of primary and umbrella/excess liability policies. All such insurance shall be issued by Companies licensed to do business in the state where the Property is located, having a Best's rating of not less than A-VIII, and otherwise satisfactory to Owner. All of such policies (with the exception of professional liability insurance) shall be on an "occurrence basis" and the parties listed on Exhibit C attached hereto, and any and all other parties identified by Owner, from time to time, shall be included as additional insureds ("Additional Insureds") under Contractor's General Liability, Automobile Liability and Excess Liability insurance policies for the full term required including products and completed operations terms. Certificates of insurance in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Manager simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates of insurance shall be delivered by Contractor to Manager evidencing the renewal of such insurance, together with evidence satisfactory to Manager of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to Manager and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

(b) Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance where applicable and be responsible to maintain property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Manager and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Manager or Owner for any loss or damage to property of the type covered by such insurance. Contractor and any of its subcontractors, agents and employees, also agree to waive all rights of recovery and subrogation against the Owner and

manager and will have their insurance policies required to be maintained above provide waivers of subrogation by endorsement or otherwise.

(c) Contractor's Comprehensive General Liability Insurance shall be primary, and any such insurance maintained by Manager and/or Owner shall be secondary and non-contributory and excess over the Comprehensive General Liability Insurance to be maintained by Contractor hereunder.

(d) No deductibles maintained by Contractor shall be applied to Owner or Manager and shall be the full responsibility of the Contractor.

(e) In the event that the Contractor has in force any insurance coverage with coverages broader and/or limits higher than the minimum coverage amounts specified hereunder, (1) such broader terms and higher limits shall insure and be available to each of the Additional Insureds and (2) this Contract shall be deemed to require such broader terms and higher limits.

(f) Any insurance limits required by this Agreement are minimum limits only and are not intended to restrict the liability imposed on any Contractor for work performed under this Agreement.

(g) Contractor agrees that the provisions set forth in this Paragraph 35 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

36. **PERSONAL PROPERTY.** All of the equipment, effects and property of every kind of Contractor, and all persons claiming, by, through or under Contractor, which may be at the Property, shall be at the sole risk and hazard of Contractor and if the whole or any part thereof shall be destroyed, damaged, or stolen, no part of said loss or damage is to be charged to or borne by Owner. Upon the expiration or earlier termination of this Agreement, Contractor shall remove all of its personal property from the Property.

Vendor COI

- Workers Comp

Workers' Compensation and Employ	
Named Insured	Endorsement Number
	Policy Number Symbol: WLR
Policy Period 11-01-2024 TO 11-01-2025	Effective Date of Endorsement 11-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

Page
12....



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
10/26/2024

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.

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PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No.): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com FAX (A/C No.): 1-888-467-2378
INSURER(S) AFFORDING COVERAGE	
INSURER A: ACE American Insurance Company	NAIC# 22667
INSURER B: ACE Property & Casualty Insurance Company	20699
INSURER C: Indemnity Insurance Company of North Ameri	43575
INSURER D: QBB Specialty Insurance Company	11515
INSURER E: Federal Insurance Company	20281
INSURER F: AIG Specialty Insurance Company	26883

COVERAGES CERTIFICATE NUMBER: W35931437 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			11/01/2024	11/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No N/A		11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			07/01/2024	07/01/2025	Each Claim \$5,000,000 Aggregate \$5,000,000 Retention \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER 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
--	---

Employers Liability Contract Language

deemed to be ineffective in the event that the email copy is not sent or received.

35. INSURANCE.

(a) Contractor shall, throughout the duration of this Agreement and for such additional time periods as required below, purchase and maintain, at its expense, and from time to time renew, such insurance as will protect the Contractor and the Indemnified Parties from claims which may arise out of or result from the operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, and to meet the following minimum requirements:

(i) Worker's Compensation Insurance in statutory amounts.

(ii) Employer's Liability Insurance in the minimum amount of \$2,000,000.00.

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising, independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

(iv) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder and including coverage for owned, non-owned and or hired vehicles.

(v) Non-occupational and Disability Insurance, if required by the State where the Property is located.

(vi) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence.

(vii) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit.

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(ix) Umbrella/Excess Liability Insurance in the minimum amount of \$5,000,000 covering both Bodily Injury and Property Damage on a form that is not more restrictive than underlying and providing excess coverage to the Commercial General Liability, Auto Liability, Liquor Liability, Employers Liability and Garage Liability as applicable.

(x) Professional Liability / Errors and Omissions Insurance shall be maintained by any consultant or Contractor providing professional services. Such coverage shall be maintained at its own cost with limits of not less than \$2,000,000 for each claim and \$2,000,000 in the aggregate covering financial loss as well as bodily injury and property damage arising from errors and omissions committed in the performance of Professional Services. This insurance shall provide coverage for the Professional Services performed under this Agreement by the consultant or Contractor or anyone directly or indirectly employed by it. Contingent bodily injury and property damage coverage shall not be subject to any sublimit. Such coverage may be provided on a "claims-made" policy form, provided the coverage effective date precedes the date upon which services begin and is maintained by renewal or extended reporting provision for not less than ten (10) years after completion of services.

(xi) Contractors Pollution Liability Insurance shall be maintained by any Contractor providing services and or performing operations relating construction, renovation, environmental abatement, remediation or work involving use, treatment, storage, removal or transportation of hazardous materials at, to or from the property, with limits of liability not less than \$5,000,000, covering all operations performed and including coverage for cleanup, bodily injury and property damage and having no mold exclusion. With respect to all contractors transporting and/or disposing of hazardous waste, such insurance must also include coverage for transportation and all owned and/or non-owned disposal sites to which waste is hauled, all on a

primary and non-contributory basis and continuing for not less than two (2) years following completion of work and on terms otherwise satisfactory to Owner.

Limits of liability specified herein may be satisfied by maintaining a combination of primary and umbrella/excess liability policies. All such insurance shall be issued by Companies licensed to do business in the state where the Property is located, having a Best's rating of not less than A-VIII, and otherwise satisfactory to Owner. All of such policies (with the exception of professional liability insurance) shall be on an "occurrence basis" and the parties listed on Exhibit C attached hereto, and any and all other parties identified by Owner, from time to time, shall be included as additional insureds ("Additional Insureds") under Contractor's General Liability, Automobile Liability and Excess Liability insurance policies for the full term required including products and completed operations terms. Certificates of insurance in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Manager simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates of insurance shall be delivered by Contractor to Manager evidencing the renewal of such insurance, together with evidence satisfactory to Manager of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to Manager and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

(b) Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance where applicable and be responsible to maintain property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Manager and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Manager or Owner for any loss or damage to property of the type covered by such insurance. Contractor and any of its subcontractors, agents and employees, also agree to waive all rights of recovery and subrogation against the Owner and

manager and will have their insurance policies required to be maintained above provide waivers of subrogation by endorsement or otherwise.

(c) Contractor's Comprehensive General Liability Insurance shall be primary, and any such insurance maintained by Manager and/or Owner shall be secondary and non-contributory and excess over the Comprehensive General Liability Insurance to be maintained by Contractor hereunder.

(d) No deductibles maintained by Contractor shall be applied to Owner or Manager and shall be the full responsibility of the Contractor.

(e) In the event that the Contractor has in force any insurance coverage with coverages broader and/or limits higher than the minimum coverage amounts specified hereunder, (1) such broader terms and higher limits shall insure and be available to each of the Additional Insureds and (2) this Contract shall be deemed to require such broader terms and higher limits.

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(g) Contractor agrees that the provisions set forth in this Paragraph 35 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

36. **PERSONAL PROPERTY.** All of the equipment, effects and property of every kind of Contractor, and all persons claiming, by, through or under Contractor, which may be at the Property, shall be at the sole risk and hazard of Contractor and if the whole or any part thereof shall be destroyed, damaged, or stolen, no part of said loss or damage is to be charged to or borne by Owner. Upon the expiration or earlier termination of this Agreement, Contractor shall remove all of its personal property from the Property.

Vendor COI

- Employer Liability

Workers' Compensation and Employers' Liability Policy	
Named Insured	Endorsement Number
	Policy Number
	Symbol: WLR
Policy Period 11-01-2024 TO 11-01-2025	Effective Date of Endorsement 11-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.
For the states of CA, UT, TX, refer to state specific endorsements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2024

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PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 EMAIL ADDRESS: certificates@wtwo.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACB American Insurance Company	22667
INSURER B: ACB Property & Casualty Insurance Company	20699
INSURER C: Indemnity Insurance Company of North Ameri	43575
INSURER D: QBB Specialty Insurance Company	11515
INSURER E: Federal Insurance Company	20281
INSURER F: AIG Specialty Insurance Company	26883

COVERAGES CERTIFICATE NUMBER: W35931437 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (NSO, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			11/01/2024	11/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> WITH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			07/01/2024	07/01/2025	Each Claim \$5,000,000 Aggregate \$5,000,000 Retention \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER	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

Commercial General Liability Contract Language

deemed to be ineffective in the event that the email copy is not sent or received.

35. INSURANCE.

(a) Contractor shall, throughout the duration of this Agreement and for such additional time periods as required below, purchase and maintain, at its expense, and from time to time renew, such insurance as will protect the Contractor and the Indemnified Parties from claims which may arise out of or result from the operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, and to meet the following minimum requirements:

(i) Worker's Compensation Insurance in statutory amounts.

(ii) Employer's Liability Insurance in the minimum amount of \$2,000,000.00.

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

(iv) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder and including coverage for owned, non-owned and or hired vehicles.

(v) Non-occupational and Disability Insurance, if required by the State where the Property is located.

(vi) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence.

(vii) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit.

(viii) Liquor Liability Insurance shall be maintained by any Contractor providing and or serving alcohol as part of the Services herein, with a limit of not less than \$2,000,000.

(ix) Umbrella/Excess Liability Insurance in the minimum amount of \$5,000,000 covering both Bodily Injury and Property Damage on a form that is not more restrictive than underlying and providing excess coverage to the Commercial General Liability, Auto Liability, Liquor Liability, Employers Liability and Garage Liability as applicable.

(x) Professional Liability / Errors and Omissions Insurance shall be maintained by any consultant or Contractor providing professional services. Such coverage shall be maintained at its own cost with limits of not less than \$2,000,000 for each claim and \$2,000,000 in the aggregate covering financial loss as well as bodily injury and property damage arising from errors and omissions committed in the performance of Professional Services. This insurance shall provide coverage for the Professional Services performed under this Agreement by the consultant or Contractor or anyone directly or indirectly employed by it. Contingent bodily injury and property damage coverage shall not be subject to any sublimit. Such coverage may be provided on a "claims-made" policy form, provided the coverage effective date precedes the date upon which services begin and is maintained by renewal or extended reporting provision for not less than ten (10) years after completion of services.

(xi) Contractors Pollution Liability Insurance shall be maintained by any Contractor providing services and or performing operations relating construction, renovation, environmental abatement, remediation or work involving use, treatment, storage, removal or transportation of hazardous materials at, to or from the property, with limits of liability not less than \$5,000,000, covering all operations performed and including coverage for cleanup, bodily injury and property damage and having no mold exclusion. With respect to all contractors transporting and/or disposing of hazardous waste, such insurance must also include coverage for transportation and all owned and/or non-owned disposal sites to which waste is hauled, all on a

primary and non-contributory basis and continuing for not less than two (2) years following completion of work and on terms otherwise satisfactory to Owner.

Limits of liability specified herein may be satisfied by maintaining a combination of primary and umbrella/excess liability policies. All such insurance shall be issued by Companies licensed to do business in the state where the Property is located, having a Best's rating of not less than A-VIII and otherwise satisfactory to Owner. All of such policies (with the exception of professional liability insurance) shall be on an "occurrence basis" and the parties listed on Exhibit C attached hereto, and any and all other parties identified by Owner, from time to time, shall be included as additional insureds ("Additional Insureds") under Contractor's General Liability, Automobile Liability and Excess Liability insurance policies for the full term required including products and completed operations terms. Certificates of insurance in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Manager simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates of insurance shall be delivered by Contractor to Manager evidencing the renewal of such insurance, together with evidence satisfactory to Manager of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to Manager and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

(b) Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance where applicable and be responsible to maintain property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Manager and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Manager or Owner for any loss or damage to property of the type covered by such insurance. Contractor and any of its subcontractors, agents and employees, also agree to waive all rights of recovery and subrogation against the Owner and

manager and will have their insurance policies required to be maintained above provide waivers of subrogation by endorsement or otherwise.

(c) Contractor's Comprehensive General Liability Insurance shall be primary, and any such insurance maintained by Manager and/or Owner shall be secondary and non-contributory and excess over the Comprehensive General Liability Insurance to be maintained by Contractor hereunder.

(d) No deductibles maintained by Contractor shall be applied to Owner or Manager and shall be the full responsibility of the Contractor.

(e) In the event that the Contractor has in force any insurance coverage with coverages broader and/or limits higher than the minimum coverage amounts specified hereunder, (1) such broader terms and higher limits shall insure and be available to each of the Additional Insureds and (2) this Contract shall be deemed to require such broader terms and higher limits.

(f) Any insurance limits required by this Agreement are minimum limits only and are not intended to restrict the liability imposed on any Contractor for work performed under this Agreement.

(g) Contractor agrees that the provisions set forth in this Paragraph 35 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

36. **PERSONAL PROPERTY.** All of the equipment, effects and property of every kind of Contractor, and all persons claiming, by, through or under Contractor, which may be at the Property, shall be at the sole risk and hazard of Contractor and if the whole or any part thereof shall be destroyed, damaged, or stolen, no part of said loss or damage is to be charged to or borne by Owner. Upon the expiration or earlier termination of this Agreement, Contractor shall remove all of its personal property from the Property.

Vendor COI

- General Liability
 - Occurrence
 - Aggregate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2024

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 have ADDITIONAL INSURED provisions or 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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: ACE American Insurance Company		22667	
INSURER B: ACE Property & Casualty Insurance Company		20699	
INSURER C: Indemnity Insurance Company of North Ameri		43575	
INSURER D: QBB Specialty Insurance Company		11515	
INSURER E: Federal Insurance Company		20281	
INSURER F: AIG Specialty Insurance Company		26883	

COVERAGES CERTIFICATE NUMBER: W35931437 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.

INSR LTR	TYPE OF INSURANCE	ADULTS/ SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			11/01/2024	11/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			07/01/2024	07/01/2025	Each Claim \$5,000,000 Aggregate \$5,000,000 Retention \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SEE ATTACHED

CERTIFICATE HOLDER	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

General Liability

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED :
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: _____ are included as additional insured where required by written contract with respect to General Liability and Automobile Liability. General Liability includes Contractual Liability. Certificate holder is included as Additional Insured as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured. If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance. Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

General Liability includes Contractual Liability. Certificate holder is included as loss payee regarding Crime Liability to the extent required by written contract.

INSURER AFFORDING COVERAGE: Federal Insurance Company
 POLICY NUMBER: _____ EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime/Employee Dishonesty/ Fidelity	Each Occurrence	\$5,000,000

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company
 POLICY NUMBER: _____ EFF DATE: 05/01/2024 EXP DATE: 05/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Loss	\$10,000,000
	Aggregate	\$10,000,000
	SIR	\$500,000

General Liability

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured /			Endorsement Number 21
Policy Symbol XSL	Policy Number /	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

BLANKET ADDITIONAL INSURED

Named Insured			Endorsement Number 26
Policy Symbol XSL	Policy Number /	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent required by and in accordance with the terms of such written contract executed prior to loss, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing or completed operations.

CHUBB®

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO

Named Insured			Endorsement Number 1
Policy Symbol XSL	Policy Number /	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

Automobile Liability Contract Language

deemed to be ineffective in the event that the email copy is not sent or received.

35. INSURANCE.

(a) Contractor shall, throughout the duration of this Agreement and for such additional time periods as required below, purchase and maintain, at its expense, and from time to time renew, such insurance as will protect the Contractor and the Indemnified Parties from claims which may arise out of or result from the operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, and to meet the following minimum requirements:

(i) Worker's Compensation Insurance in statutory amounts.

(ii) Employer's Liability Insurance in the minimum amount of \$2,000,000.00.

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising, independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

(iv) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder and including coverage for owned, non-owned and or hired vehicles.

(v) Non-occupational and Disability Insurance, if required by the State where the Property is located.

(vi) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence.

(vii) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit.

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(x) Professional Liability / Errors and Omissions Insurance shall be maintained by any consultant or Contractor providing professional services. Such coverage shall be maintained at its own cost with limits of not less than \$2,000,000 for each claim and \$2,000,000 in the aggregate covering financial loss as well as bodily injury and property damage arising from errors and omissions committed in the performance of Professional Services. This insurance shall provide coverage for the Professional Services performed under this Agreement by the consultant or Contractor or anyone directly or indirectly employed by it. Contingent bodily injury and property damage coverage shall not be subject to any sublimit. Such coverage may be provided on a "claims-made" policy form, provided the coverage effective date precedes the date upon which services begin and is maintained by renewal or extended reporting provision for not less than ten (10) years after completion of services.

(xi) Contractors Pollution Liability Insurance shall be maintained by any Contractor providing services and or performing operations relating construction, renovation, environmental abatement, remediation or work involving use, treatment, storage, removal or transportation of hazardous materials at, to or from the property, with limits of liability not less than \$5,000,000, covering all operations performed and including coverage for cleanup, bodily injury and property damage and having no mold exclusion. With respect to all contractors transporting and/or disposing of hazardous waste, such insurance must also include coverage for transportation and all owned and/or non-owned disposal sites to which waste is hauled, all on a

primary and non-contributory basis and continuing for not less than two (2) years following completion of work and on terms otherwise satisfactory to Owner.

Limits of liability specified herein may be satisfied by maintaining a combination of primary and umbrella/excess liability policies. All such insurance shall be issued by Companies licensed to do business in the state where the Property is located, having a Best's rating of not less than A-VIII and otherwise satisfactory to Owner. All of such policies (with the exception of professional liability insurance) shall be on an "occurrence basis" and the parties listed on Exhibit C attached hereto, and any and all other parties identified by Owner, from time to time, shall be included as additional insureds ("Additional Insureds") under Contractor's General Liability, Automobile Liability and Excess Liability insurance policies for the full term required including products and completed operations terms. Certificates of insurance in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Manager simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates of insurance shall be delivered by Contractor to Manager evidencing the renewal of such insurance, together with evidence satisfactory to Manager of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to Manager and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

(b) Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance where applicable and be responsible to maintain property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Manager and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Manager or Owner for any loss or damage to property of the type covered by such insurance. Contractor and any of its subcontractors, agents and employees, also agree to waive all rights of recovery and subrogation against the Owner and

manager and will have their insurance policies required to be maintained above provide waivers of subrogation by endorsement or otherwise.

(c) Contractor's Comprehensive General Liability Insurance shall be primary, and any such insurance maintained by Manager and/or Owner shall be secondary and non-contributory and excess over the Comprehensive General Liability Insurance to be maintained by Contractor hereunder.

(d) No deductibles maintained by Contractor shall be applied to Owner or Manager and shall be the full responsibility of the Contractor.

(e) In the event that the Contractor has in force any insurance coverage with coverages broader and/or limits higher than the minimum coverage amounts specified hereunder, (1) such broader terms and higher limits shall insure and be available to each of the Additional Insureds and (2) this Contract shall be deemed to require such broader terms and higher limits.

(f) Any insurance limits required by this Agreement are minimum limits only and are not intended to restrict the liability imposed on any Contractor for work performed under this Agreement.

(g) Contractor agrees that the provisions set forth in this Paragraph 35 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

36. **PERSONAL PROPERTY.** All of the equipment, effects and property of every kind of Contractor, and all persons claiming, by, through or under Contractor, which may be at the Property, shall be at the sole risk and hazard of Contractor and if the whole or any part thereof shall be destroyed, damaged, or stolen, no part of said loss or damage is to be charged to or borne by Owner. Upon the expiration or earlier termination of this Agreement, Contractor shall remove all of its personal property from the Property.

Vendor COI

- Automobile Liability



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
10/26/2024

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 have ADDITIONAL INSURED provisions or 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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE American Insurance Company	22667
		INSURER B: ACE Property & Casualty Insurance Company	20699
		INSURER C: Indemnity Insurance Company of North Ameri	43575
		INSURER D: QBB Specialty Insurance Company	11515
		INSURER E: Federal Insurance Company	20281
		INSURER F: AIG Specialty Insurance Company	26883


COVERAGES CERTIFICATE NUMBER: W35931437 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y			11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input checked="" type="checkbox"/> \$1,000,000 SIR						MED EXP (Any one person) \$ Excluded
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 6,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRODUCTS - COM/POP AGG \$ 2,000,000						
	OTHER:						\$
A	AUTOMOBILE LIABILITY	Y			11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR				11/01/2024	11/01/2025	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A		11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability				07/01/2024	07/01/2025	Each Claim \$5,000,000
							Aggregate \$5,000,000
							Retention \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER	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 

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Automobile Liability

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured		Endorsement Number 13
Policy Symbol ISA	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Additional Insured Endorsement

4

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured		Endorsement Number 11
Policy Symbol ISA	Policy Number 1	Policy Period 11/01/2024 TO 11/01/2025
Effective Date of Endorsement		
Issued By (Name of Insurance Company) ACE American Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured		Endorsement Number 1
Policy Symbol ISA	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Umbrella/Excess Liability Contract Language

deemed to be ineffective in the event that the email copy is not sent or received.

35. INSURANCE.

(a) Contractor shall, throughout the duration of this Agreement and for such additional time periods as required below, purchase and maintain, at its expense, and from time to time renew, such insurance as will protect the Contractor and the Indemnified Parties from claims which may arise out of or result from the operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, and to meet the following minimum requirements:

(i) Worker's Compensation Insurance in statutory amounts.

(ii) Employer's Liability Insurance in the minimum amount of \$2,000,000.00.

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising, independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

(iv) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder and including coverage for owned, non-owned and or hired vehicles.

(v) Non-occupational and Disability Insurance, if required by the State where the Property is located.

(vi) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence.

(vii) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit.

(viii) Liquor Liability Insurance shall be maintained by any Contractor providing and or serving alcohol as part of the Services herein, with a limit of not less than \$2,000,000.

(ix) Umbrella/Excess Liability Insurance in the minimum amount of \$5,000,000 covering both Bodily Injury and Property Damage on a form that is not more restrictive than underlying and providing excess coverage to the Commercial General Liability, Auto Liability, Liquor Liability, Employers Liability and Garage Liability as applicable.

(x) Professional Liability / Errors and Omissions Insurance shall be maintained by any consultant or Contractor providing professional services. Such coverage shall be maintained at its own cost with limits of not less than \$2,000,000 for each claim and \$2,000,000 in the aggregate covering financial loss as well as bodily injury and property damage arising from errors and omissions committed in the performance of Professional Services. This insurance shall provide coverage for the Professional Services performed under this Agreement by the consultant or Contractor or anyone directly or indirectly employed by it. Contingent bodily injury and property damage coverage shall not be subject to any sublimit. Such coverage may be provided on a "claims-made" policy form, provided the coverage effective date precedes the date upon which services begin and is maintained by renewal or extended reporting provision for not less than ten (10) years after completion of services.

(xi) Contractors Pollution Liability Insurance shall be maintained by any Contractor providing services and or performing operations relating construction, renovation, environmental abatement, remediation or work involving use, treatment, storage, removal or transportation of hazardous materials at, to or from the property, with limits of liability not less than \$5,000,000, covering all operations performed and including coverage for cleanup, bodily injury and property damage and having no mold exclusion. With respect to all contractors transporting and/or disposing of hazardous waste, such insurance must also include coverage for transportation and all owned and/or non-owned disposal sites to which waste is hauled, all on a

primary and non-contributory basis and continuing for not less than two (2) years following completion of work and on terms otherwise satisfactory to Owner.

Limits of liability specified herein may be satisfied by maintaining a combination of primary and umbrella/excess liability policies. All such insurance shall be issued by Companies licensed to do business in the state where the Property is located, having a Best's rating of not less than A-VIII and otherwise satisfactory to Owner. All of such policies (with the exception of professional liability insurance) shall be on an "occurrence basis" and the parties listed on Exhibit C attached hereto, and any and all other parties identified by Owner, from time to time, shall be included as additional insureds ("Additional Insureds") under Contractor's General Liability, Automobile Liability and Excess Liability insurance policies for the full term required including products and completed operations terms. Certificates of insurance in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Manager simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates of insurance shall be delivered by Contractor to Manager evidencing the renewal of such insurance, together with evidence satisfactory to Manager of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to Manager and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

(b) Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance where applicable and be responsible to maintain property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Manager and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Manager or Owner for any loss or damage to property of the type covered by such insurance. Contractor and any of its subcontractors, agents and employees, also agree to waive all rights of recovery and subrogation against the Owner and

manager and will have their insurance policies required to be maintained above provide waivers of subrogation by endorsement or otherwise.

(c) Contractor's Comprehensive General Liability Insurance shall be primary, and any such insurance maintained by Manager and/or Owner shall be secondary and non-contributory and excess over the Comprehensive General Liability Insurance to be maintained by Contractor hereunder.

(d) No deductibles maintained by Contractor shall be applied to Owner or Manager and shall be the full responsibility of the Contractor.

(e) In the event that the Contractor has in force any insurance coverage with coverages broader and/or limits higher than the minimum coverage amounts specified hereunder, (1) such broader terms and higher limits shall insure and be available to each of the Additional Insureds and (2) this Contract shall be deemed to require such broader terms and higher limits.

(f) Any insurance limits required by this Agreement are minimum limits only and are not intended to restrict the liability imposed on any Contractor for work performed under this Agreement.

(g) Contractor agrees that the provisions set forth in this Paragraph 35 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

36. **PERSONAL PROPERTY.** All of the equipment, effects and property of every kind of Contractor, and all persons claiming, by, through or under Contractor, which may be at the Property, shall be at the sole risk and hazard of Contractor and if the whole or any part thereof shall be destroyed, damaged, or stolen, no part of said loss or damage is to be charged to or borne by Owner. Upon the expiration or earlier termination of this Agreement, Contractor shall remove all of its personal property from the Property.

Vendor COI

- Umbrella Liability



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
10/26/2024

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 have ADDITIONAL INSURED provisions or 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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext.): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
INSURED		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE American Insurance Company	22667
		INSURER B: ACE Property & Casualty Insurance Company	20699
		INSURER C: Indemnity Insurance Company of North Ameri	43575
		INSURER D: QBE Specialty Insurance Company	11515
		INSURER E: Federal Insurance Company	20281
		INSURER F: AIG Specialty Insurance Company	26883

COVERAGES **CERTIFICATE NUMBER:** W35931437 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input checked="" type="checkbox"/> \$1,000,000 SIR						MED EXP (Any one person) \$ Excluded
	<input checked="" type="checkbox"/> XCU				11/01/2024	11/01/2025	PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 6,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO				11/01/2024	11/01/2025	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR			11/01/2024	11/01/2025	AGGREGATE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> STATUTE <input type="checkbox"/> ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A		11/01/2024	11/01/2025	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability				07/01/2024	07/01/2025	Each Claim \$5,000,000
							Aggregate \$5,000,000
							Retention \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER	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

Umbrella Liability Contract Language



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Worksite Location (1):

Description of Job:

Owner and Manager (and any individuals or entities with an interest in the Property as may from time to time be requested by Owner) are included as Additional Insureds as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured. If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance. Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

Coverage for Contractual Liability and Independent Contractors are provided under General Liability policy.

Misc Contract Language



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Worksite Location (1):

Description of Job: _____

_____ ; Owner and Manager (and any individuals or entities with an interest in the Property as may from time to time be requested by Owner) are included as Additional Insureds as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured. If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance. Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

Coverage for Contractual Liability and Independent Contractors are provided under General Liability policy.

Owner is included as Joint Loss Payee as respects to Crime coverage.

INSURER AFFORDING COVERAGE: ACE American Insurance Company			NAIC#: 22667
POLICY NUMBER:	EFF DATE: 07/01/2022	EXP DATE: 07/01/2023	
TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:	
Professional Liability	Each Claim/Aggregate	\$5,000,000	
	Aggregate	\$5,000,000	
	Retention	\$1,000,000	

INSURER AFFORDING COVERAGE: ACE American Insurance Company			NAIC#: 22667
POLICY NUMBER:	EFF DATE: 11/01/2022	EXP DATE: 11/01/2023	

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EL Each Accident	\$1,000,000
WC-Statutory/CA-\$1M SIR	EL Disease-Pol Limit	\$1,000,000
OH, WA, OR, IL, MI - \$500K SIR	EL Disease-Each Empl	\$1,000,000

ADDITIONAL REMARKS:
 ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER are included under Excess Workers Compensation policy #WCU C50677254

deemed to be ineffective in the event that the email copy is not sent or received.

35. INSURANCE.

(a) Contractor shall, throughout the duration of this Agreement and for such additional time periods as required below, purchase and maintain, at its expense, and from time to time renew, such insurance as will protect the Contractor and the Indemnified Parties from claims which may arise out of or result from the operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, and to meet the following minimum requirements:

(i) Worker's Compensation Insurance in statutory amounts.

(ii) Employer's Liability Insurance in the minimum amount of \$2,000,000.00.

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising, independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

(iv) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder and including coverage for owned, non-owned and or hired vehicles.

(v) Non-occupational and Disability Insurance, if required by the State where the Property is located.

(vi) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence.

(vii) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit.

(viii) Liquor Liability Insurance shall be maintained by any Contractor providing and or serving alcohol as part of the Services herein, with a limit of not less than \$2,000,000.

(ix) Umbrella/Excess Liability Insurance in the minimum amount of \$5,000,000 covering both Bodily Injury and Property Damage on a form that is not more restrictive than underlying and providing excess coverage to the Commercial General Liability, Auto Liability, Liquor Liability, Employers Liability and Garage Liability as applicable.

(x) Professional Liability / Errors and Omissions Insurance shall be maintained by any consultant or Contractor providing professional services. Such coverage shall be maintained at its own cost with limits of not less than \$2,000,000 for each claim and \$2,000,000 in the aggregate covering financial loss as well as bodily injury and property damage arising from errors and omissions committed in the performance of Professional Services. This insurance shall provide coverage for the Professional Services performed under this Agreement by the consultant or Contractor or anyone directly or indirectly employed by it. Contingent bodily injury and property damage coverage shall not be subject to any sublimit. Such coverage may be provided on a "claims-made" policy form, provided the coverage effective date precedes the date upon which services begin and is maintained by renewal or extended reporting provision for not less than ten (10) years after completion of services.

(xi) Contractors Pollution Liability Insurance shall be maintained by any Contractor providing services and or performing operations relating construction, renovation, environmental abatement, remediation or work involving use, treatment, storage, removal or transportation of hazardous materials at, to or from the property, with limits of liability not less than \$5,000,000, covering all operations performed and including coverage for cleanup, bodily injury and property damage and having no mold exclusion. With respect to all contractors transporting and/or disposing of hazardous waste, such insurance must also include coverage for transportation and all owned and/or non-owned disposal sites to which waste is hauled, all on a

Misc Contract Language

deemed to be ineffective in the event that the email copy is not sent or received.

35. INSURANCE.

(a) Contractor shall, throughout the duration of this Agreement and for such additional time periods as required below, purchase and maintain, at its expense, and from time to time renew, such insurance as will protect the Contractor and the Indemnified Parties from claims which may arise out of or result from the operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, and to meet the following minimum requirements:

(i) Worker's Compensation Insurance in statutory amounts.

(ii) Employer's Liability Insurance in the minimum amount of \$2,000,000.00.

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising, independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

(iv) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder and including coverage for owned, non-owned and or hired vehicles.

(v) Non-occupational and Disability Insurance, if required by the State where the Property is located.

(vi) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence.

(vii) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit.

(viii) Liquor Liability Insurance shall be maintained by any Contractor providing and or serving alcohol as part of the Services herein, with a limit of not less than \$2,000,000.

(ix) Umbrella/Excess Liability Insurance in the minimum amount of \$5,000,000 covering both Bodily Injury and Property Damage on a form that is not more restrictive than underlying and providing excess coverage to the Commercial General Liability, Auto Liability, Liquor Liability, Employers Liability and Garage Liability as applicable.

(x) Professional Liability / Errors and Omissions Insurance shall be maintained by any consultant or Contractor providing professional services. Such coverage shall be maintained at its own cost with limits of not less than \$2,000,000 for each claim and \$2,000,000 in the aggregate covering financial loss as well as bodily injury and property damage arising from errors and omissions committed in the performance of Professional Services. This insurance shall provide coverage for the Professional Services performed under this Agreement by the consultant or Contractor or anyone directly or indirectly employed by it. Contingent bodily injury and property damage coverage shall not be subject to any sublimit. Such coverage may be provided on a "claims-made" policy form, provided the coverage effective date precedes the date upon which services begin and is maintained by renewal or extended reporting provision for not less than ten (10) years after completion of services.

(xi) Contractors Pollution Liability Insurance shall be maintained by any Contractor providing services and or performing operations relating construction, renovation, environmental abatement, remediation or work involving use, treatment, storage, removal or transportation of hazardous materials at, to or from the property, with limits of liability not less than \$5,000,000, covering all operations performed and including coverage for cleanup, bodily injury and property damage and having no mold exclusion. With respect to all contractors transporting and/or disposing of hazardous waste, such insurance must also include coverage for transportation and all owned and/or non-owned disposal sites to which waste is hauled, all on a

primary and non-contributory basis and continuing for not less than two (2) years following completion of work and on terms otherwise satisfactory to Owner.

Limits of liability specified herein may be satisfied by maintaining a combination of primary and umbrella/excess liability policies. All such insurance shall be issued by Companies licensed to do business in the state where the Property is located, having a Best's rating of not less than A-VIII, and otherwise satisfactory to Owner. All of such policies (with the exception of professional liability insurance) shall be on an "occurrence basis" and the parties listed on Exhibit C attached hereto, and any and all other parties identified by Owner, from time to time, shall be included as additional insureds ("Additional Insureds") under Contractor's General Liability, Automobile Liability and Excess Liability insurance policies for the full term required including products and completed operations terms. Certificates of insurance in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Manager simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates of insurance shall be delivered by Contractor to Manager evidencing the renewal of such insurance, together with evidence satisfactory to Manager of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to Manager and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

(b) Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance where applicable and be responsible to maintain property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Manager and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Manager or Owner for any loss or damage to property of the type covered by such insurance. Contractor and any of its subcontractors, agents and employees, also agree to waive all rights of recovery and subrogation against the Owner and

manager and will have their insurance policies required to be maintained above provide waivers of subrogation by endorsement or otherwise.

(c) Contractor's Comprehensive General Liability Insurance shall be primary, and any such insurance maintained by Manager and/or Owner shall be secondary and non-contributory and excess over the Comprehensive General Liability Insurance to be maintained by Contractor hereunder.

(d) No deductibles maintained by Contractor shall be applied to Owner or Manager and shall be the full responsibility of the Contractor.

(e) In the event that the Contractor has in force any insurance coverage with coverages broader and/or limits higher than the minimum coverage amounts specified hereunder, (1) such broader terms and higher limits shall insure and be available to each of the Additional Insureds and (2) this Contract shall be deemed to require such broader terms and higher limits.

(f) Any insurance limits required by this Agreement are minimum limits only and are not intended to restrict the liability imposed on any Contractor for work performed under this Agreement.

(g) Contractor agrees that the provisions set forth in this Paragraph 35 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

36. PERSONAL PROPERTY. All of the equipment, effects and property of every kind of Contractor, and all persons claiming, by, through or under Contractor, which may be at the Property, shall be at the sole risk and hazard of Contractor and if the whole or any part thereof shall be destroyed, damaged, or stolen, no part of said loss or damage is to be charged to or borne by Owner. Upon the expiration or earlier termination of this Agreement, Contractor shall remove all of its personal property from the Property.

Misc Contract Language



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company		NAIC#: 26883
POLICY NUMBER	EFF DATE: 05/01/2022	EXP DATE: 05/01/2023
TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:		
Contractor's Pollution Liability	Each Loss	\$10,000,000
	Aggregate	\$10,000,000
	SIR	\$500,000

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380

POLICY NUMBER DATE: 05/01/2022 EXP DATE: 05/01/2023

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:		
Property Coverage	Per Policy	\$5,000,000

ADDITIONAL REMARKS:

All Risk of Physical Damage at any location including customer's premises, subject to policy terms.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:		
Garage Keepers Legal Liability	Limit	\$2,000,000

ADDITIONAL REMARKS:

Automobile Liability includes Excess Garage Keepers Liability.

Misc Contract Language

(C) Limits of liability specified herein can be satisfied by maintaining a combination of primary and umbrella/excess liability policies.

(G) All insurance required herein (except the insurance under Section 1.C.) shall name Contractor/Subcontractor as named insured and Owner and Manager (and any individuals or entities with an interest in the Property as may from time to time be requested by Owner) as additional insureds to the extent, where applicable, of Owner's insurable interests in the Property and shall be primary and non-contributory with respect to any other coverage which Owner may obtain. Additional insureds shall be added using ISO additional Insured Endorsement CG 20 26 (04/13) or an endorsement providing equivalent or broader coverage to additional insureds. Coverage for the additional insureds shall be at least as broad as the coverage provided to Contractor/Subcontractor under the policy and shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insureds. No liability policy shall exclude coverage for Subcontractors or independent contractors. All liability insurance policies shall provide that Owner's interest therein shall not be subject to cancellation by reason of any act or omission of the additional insureds.

Completed/Ongoing Operations Language

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising, independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

Completed/Ongoing Operations Language

POLICY NUMBER: ABC123456789

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
123 Landlord Company, Inc. ABC Management Company Co.	456 Main St., Suite 112 Plymouth, MA 13082
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: ATN2316513

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Completed/Ongoing Operations Example

A contractor is hired to install a new plaza railing. Months after the job is completed, there is a tenant event and due to poorly installed fasteners, resulting in the railing giving way and a guest getting injured. In this scenario, the landlord files a claim against the contractor's policy.

The most likely outcome of this claim will depend on whether the policy included language for completed or ongoing operations.

Ongoing Operations

As the policy only included coverage while the work was being done, the insurance company denies the claim. The landlord now has to file the loss against their policy or pay the costs directly.

Completed Operations

The landlord's work agreement required the additional insured endorsement to include completed operations. This would offer coverage for the loss under the contractor's policy.

Completed/Ongoing Operations Example

If the Contractor only had Ongoing Operations

As the policy only included coverage while the work was being done, the insurance company denies the claim. The landlord now has to file the loss against their policy or pay the costs directly.

If the Contractor had Completed Operations

The landlord's work agreement required the additional insured endorsement to include completed operations. This would offer coverage for the loss under the contractor's policy.



Questions?

