



343 SANSOME STREET

INSURANCE REQUIREMENTS FOR VENDORS – CONTRACTORS

**INSURANCE REQUIREMENTS FOR
INDEPENDENT CONTRACTORS (VENDORS)**

Property Manager requires that all independent contractors (vendors) brought onto the property have insurance coverage at the contractor's (vendor's) expense, in the following minimum amounts:

1. Commercial General Liability on an occurrence form for bodily injury and property damage with limits of \$1,000,000 combined single limit each occurrence and \$2,000,000 from the aggregate of all occurrences within each policy year, including but not limited to premises-operation, products-completed operations and contractual liability (including coverage for the indemnity clause provided under this contract).
2. Business automobile liability covering owned, hired and non-owned vehicles with limits of \$2,000,000 combined single limit each occurrence.
3. Employer's liability insurance in an amount not less than \$1,000,000.
4. Excess liability (umbrella) insurance on the above with limits of \$5,000,000.
5. Workers' compensation insurance in accordance with the laws of the state with jurisdiction.
6. All risk property insurance for the full replacement cost of all personal property, equipment, etc. owned by the contractor (vendor) and brought onto the property. Any deductible shall be borne by the contractor (vendor).

The insurance contained in items 1, 2 and 4 above shall, without liability on the part of Owner, Property Manager or Asset Manager for premiums, include Owner, Property Manager and Asset Manager as additional insureds. A Waiver of Subrogation endorsement by insurers for Commercial General Liability, Worker's Compensation and Employer's Liability policies. The insurance coverage shall be primary insurance as respects the Owner and Agents. Any insurance or self-insurance maintained by the Owner or Agents shall be excess insurance and shall not contribute with it. Each of the above policies will contain provisions giving Owner and each of the other additional insureds at least thirty (30) days' prior written notice of cancellation of or material change in coverage. Such insurance shall be placed with reputable insurance companies licensed or authorized to do business in the state in which the property is located with a minimum Best's rating of A- VIII

Note: Should the contractor (vendor) engage the services of any subcontractor to perform work in the Premises, then the contractor (vendor) shall ensure that such subcontractor carries commercial general liability, business automobile liability, umbrella/excess liability, worker's compensation and employer's liability coverages in substantially the same amounts and the same form as are required of the contractor (vendor) under this agreement. The subcontractor shall name Owner, Property Manager and Asset Manager as additional insureds on the commercial general liability, business automobile liability and umbrella/excess liability policies required hereunder.

The endorsement for Additional Insured/Waiver of Subrogation should read as follows:

CBRE, Inc.

Sansome Holdings, L.P.

AEW Capital Management, LP

New York Life Insurance Company

Certificate Holder is:

SANSOME HOLDINGS, L.P. c/o CBRE, Inc.

343 Sansome Street, Suite 175

San Francisco, CA 94104

All policies required to be carried by any subcontractor shall be issued by insurance companies licensed or authorized to do business in the state in which the Property is located with a rating of at least "A-: X" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by owner. Certificates of insurance, acceptable to owner, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to owner and/or property manager prior to the commencement of any work in the Premises. All policies required to be carried by any subcontractor shall contain provisions giving Owner and each of the other additional insureds at least thirty (30) days' prior written notice of cancellation of or material change in coverage.

CONTRACTOR'S (VENDOR'S) INDEMNITY

Contractor (vendor) hereby indemnifies and agrees to pay on behalf of, defend and hold harmless Owner, its Property Manager, its Asset Manager and their respective principals, officers, directors, members, fiduciaries, shareholders, partners, employees and agents (individually and collectively, the "Indemnified Party") from and against all liabilities, claims, suits, damages, judgments, costs and expenses of whatever nature (including, without limitation, judgments, attorney's fees, court costs and the cost of any appellate proceedings) which the Indemnified Party incurs because of injury to or death of any person or on account of damage to property, including loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of the work of Contractor (vendor) and/or any act or omission of Contractor (vendor) or any of its subcontractors, officers, directors, employees, agents or anyone directly or indirectly employed by Contractor (vendor) or anyone for whose acts Contractor (vendor) may be liable as it relates to the scope of this Agreement. The provisions of this section shall survive the expiration and any termination of this Agreement.