

- The contractor will be billed at a rate of \$55 per hour for any janitorial or cleaning work that the property manager must perform as a result of the contractor's work.

Insurance:

- Contractor, at its sole expense, shall obtain and keep in force during the term of this Agreement, or any renewals or extensions thereof, a policy or policies, from a responsible insurance company, of comprehensive general public liability insurance approved by Owner, naming Owner as additional insured with minimum limits of not less than \$1,000,000 for injury to one person including death in any one accident or occurrence and \$2,000,000 General Aggregate. Such policy or policies of insurance shall insure against loss, injury, death or damage to persons or property of the public, Owner, and its respective directors, Officers, employees, agents, patrons or customers.
- Such liability insurance shall specifically cover the contractual obligation of Contractor under the indemnity provisions contained herein, and shall also cover not only the services contemplated to be rendered hereunder, but shall also cover contractor's operation, management and conduct of all its business activities and any attendant facilities and services.
- Worker's compensation insurance shall be provided as prescribed by applicable law.
- Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall be not less than a combined single limit of \$1,000,000 per occurrence.
- All insurance policies shall be issued by companies and in forms satisfactory to Owner and shall expressly provide that the insurance company or companies shall notify Owner in writing at least thirty (30) days prior to any alteration or cancellation thereof. Contractor will forthwith provide Owner with current certificates of such insurance upon issuance.
- Contractor agrees that if it does not procure all such insurance and keep same in full force and effect, Owner as its option and subject to its right of reimbursement from Contractor may obtain such insurance and pay the premium therefore, the adequacy of the coverage afforded by said liability insurance shall be subject to review, by owner from time to time and if it appears as a consequence of such a review that a prudent businessman in the area operating businesses similar to those operated by Contractor, should increase the limits of his liability insurance, Contractor shall, to that extent, forthwith increase such limits.

Indemnification:

- Contractor agrees to fully protect, indemnify, and save harmless and defend Owner, its Directors, Officers, employees, agents, affiliates and subsidiaries from and against including but not limited to any and all loss, costs, injury, liability, claims, liens, demands, taxes, penalties, interest, actions or causes of action, suite, damages or expense, cost of investigation and defense, including counsel or attorney's fees, whether under retainer or otherwise, of every nature whatsoever, or in any manner arising, whether incident to or in connection with the performance of work contemplated under this agreement which might result from: any negligent act of omission or willful misconduct of Contractor or its sub-contractors or their Officers, agents, or employees; or their performance or nonperformance of any activity or service and whether or not such claims, demands, actions, causes or action, suits liabilities, loss costs, damages or expenses are claimed to be caused by or the result of the negligence of Owner, or anyone or all of the above indicated parties or their agents, employees or servants or any other person or entity.

Insurance Certificate Requirements:

- Please see below for additional insured requirements:

<u>Certificate Holder:</u>	<u>Additional Insured:</u>	<u>Additional Insured 2:</u>	<u>Additional Insured 3:</u>
Vestar Peninsula Retail, LLC 67 Peninsula Center Rolling Hills Estates, CA 90274	Vestar Properties, Inc.	VPRM, LLC	Vestar Peninsula Retail, LLC