



CONTRACTOR (VENDOR) INSURANCE

- A. 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 commercial general liability insurance providing coverage for bodily injury and property damage claims and approved by Owner, naming Owner, the Property Manager, their partners, members, directors, officers, employees and agents as additional insured with primary and non-contributing wording with minimum limits of not less than \$1,000,000 each 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 partners, members, directors, officers, employees, agents, patrons or customers.
- B. Such liability insurance shall specifically cover the contractual obligation of Contractor under the indemnity provisions contained in this Agreement, 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.
- C. Worker's compensation insurance shall be provided as prescribed by applicable law. Employers Liability coverage at a limit of liability of \$1,000,000 each accident for bodily injury.
- D. 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 each accident.
- E. Umbrella Liability insurance providing coverage and limits over and above the policies listed above with a limit of liability of \$3,000,000 each occurrence and \$3,000,000 general aggregate. Such policy shall name the Owner, Property Manager, their partners, member, officers, directors, agents and employees as additional insureds with the primary and non-contributing wording.
- F. All insurance policies shall be issued by companies with a minimum A. M. Best's rating of A- VII 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.
- G. 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. Contractor is responsible for any damage to its equipment whether owned, non-owned or leased. Contractor is also responsible for the payment of any and all deductibles under its insurance policies.