

## Insurance Requirements

### **Required Insurance Limits:**

Contractor shall carry at all times during the Term insurance coverage which is the greater of that required by the Property Management Agreement or the following:

- Employers Liability \$ 500,000
- Commercial General Liability \$1,000,000
- Commercial Automobile Liability \$1,000,000
- Workers Compensation  
[In kind and amount as prescribed by statute]
- Commercial Crime Coverage with a limit not less than \$500,000 per occurrence\*

\* For the following Contractors only – Janitorial; Security; Parking Garage Operators who handle cash; Carpet Cleaners; Third Party Engineering Service at properties that outsource.

### **Additional Coverage Required:**

If Contractor provides any of the following services, Contractor shall also carry the following:

- Elevator/Escalator                      - Janitorial                      - Metal Refinishing
- Security                                      - Window Washing
- Umbrella Liability \$5,000,000\*\*

\*\* Contractor may obtain \$6M in General Liability alone **or any combination of** General Liability and Umbrella Liability coverage amounts totaling \$6M per occurrence.

All insurance policies required above are subject to Owner's approval and shall be written with solvent insurance companies authorized to do business in the state in which the Project is located.

The insurance coverage noted above shall include:

- Commercial General Liability insurance with a combined single limit of not less than that indicated above, per occurrence, applying to bodily injury and property damage, with Broad Form Liability Endorsement on an occurrence basis and including coverage for the hazards of operation, independent contractors, products and completed operations (for two (2) years after the date of final acceptance of the Services by Owner) and contractual liability specifically covering the indemnification provisions in the Hold Harmless Paragraph below. Such insurance shall include an endorsement providing that the insurance afforded under Contractor's policy is primary insurance as respects Owner, and that any other insurance maintained by Owner is excess and non-contributing with the insurance required hereunder.
- Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with a combined single limit of not less than that indicated on page 2 hereof, per occurrence, for bodily injury and property damage.
- Umbrella Liability insurance with a combined single limit of not less than that indicated above, per occurrence, for bodily injury and property damage.
- Commercial Crime Coverage with a limit not less than \$500,000 per occurrence (if applicable).

### Description of Operations

At all times during the term of this Contract, Contractor shall, at Contractor's expense, procure the insurance coverage hereinafter described. **All such policies (except workers compensation**

**and employers' liability) shall name Owner and Manager (Hines Interests Limited Partnership) and (Two Liberty Center Owner LLC) as additional insured.** Further, each policy shall contain an endorsement requiring the insurer to provide Owner with thirty (30) days written notice prior to cancellation of the policy. Such policies shall contain a waiver of subrogation in favor of Owner and Owner's indemnitees and designees.

Certificate Holder

Hines Interests Limited Partnership

Two Liberty Center Owner LLC

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