

ATTACHEMENT C - INSURANCE REQUIREMENTS

The individual or entity seeking to enter into a contract with the 12th and Market HeadHouse Condominium Owners Association and HeadHouse Retail Associates, L.P. (collectively, "**HeadHouse Entities**") or who is entering into a contract with such individual or entity (collectively, "**Contracting Party**") will procure and maintain during the entire period of the contract, the insurance described below. All coverages must be provided by an insurance company authorized to do business in the Commonwealth of Pennsylvania and with a minimum A.M. Best Rating of A- Class VIII. All insurance, except Professional Liability, must be written on an "Occurrence Basis" and not a "Claims-Made Basis."

The insurance policies must provide for at least thirty (30) days prior written notice to be given to the HeadHouse Entities in the event that coverage is materially changed, cancelled or non-renewed or once any policy limits have been exhausted by fifty percent (50%). In the event of material change, cancellation or non-renewal of coverage(s), the Contracting Party must replace the coverage(s) to comply with the contract requirements to prevent a lapse of coverage for any time period during the term of the contract.

The Contracting Party will provide the HeadHouse Entities with the provisions from each of the required insurance policies or endorsements for each of the required insurance policies stating the following:

- 1) Contracting Party's insurance coverage is on a primary and non-contributory basis with any insurance carried or administered by the HeadHouse Entities;
- 2) includes coverage for ongoing operations and completed operations;
- 3) 12th and Market HeadHouse Condominium Owners Association, HeadHouse Retail Associates, L.P., and their respective officers, directors, employees and agents (collectively, the "**Additional Insured**") are named as additional insured on a primary and non-contributory basis on all of the insurance policies, except for workers' compensation and professional liability insurance policies, even for claims regarding their partial negligence;
- 4) includes a waiver of subrogation in favor of the Additional Insured;
- 5) coverage is applicable separately to each insured against whom a claim is made or suit is brought and there is no "Cross Liability" exclusion on the insurance policies that preclude coverage for suits or claims between the Contracting Party and the HeadHouse Entities or between HeadHouse Entities and any other insured or additional insured under the insurance policies; and
- 6) no act or omission of the HeadHouse Entities or its officers, directors, employees or agents will invalidate coverage.

Contracting Party shall not have a Self-Insured Retention ("**SIR**") on any policy greater than \$50,000, which is the responsibility of the Contracting Party. If Contracting Party's policy(ies) has a SIR exceeding this amount, approval must be received from the 12th and Market HeadHouse Condominium Owners Association prior to starting work. In the event any policy includes a SIR, the Contracting Party is solely responsible for payment within the SIR of their

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policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).

Endorsement forms required include CG 20 01, CG 20 10 and CG 20 37 as published by the Insurance Services Office ("ISO") or on equivalent forms that are satisfactory to the HeadHouse Entities.

A contract/work order number, property address or project reference must be identified on the Certificate of Insurance.

Certificates of Insurance must be addressed to: 12th and Market HeadHouse Condominium Owners Association, 1234 Market Street, 16th floor, Philadelphia, PA 19107.

HeadHouse Entities reserves the right to request and obtain complete copies of the Contracting Party's insurance policies.

I. Insurance Review - Insurance requirements are subject to the periodic review of the HeadHouse Entities. Any failure, actual or alleged, on the part of the HeadHouse Entities to monitor or enforce compliance with any of the insurance requirements will not be deemed as a waiver of any rights on the part of the HeadHouse Entities. 12th and Market HeadHouse Condominium Owners Association may require additional types of insurance or higher limits if, in its sole discretion, the potential risk warrants it. The amount of insurance provided in the required insurance coverages outlined below, shall not be construed to be a limitation of the liability on the part of the Contracting Party.

II. Without in any way affecting the indemnity obligations of the Contracting Party pursuant to its contract with the HeadHouse Entities and in addition thereto, the insurance coverage required by all Contracting Parties is as follows:

- a. **Commercial General Liability**: The policy will be provided on ISO form CG 00 01 04 13 or an equivalent form, include a "Cross Liability" endorsement, name 12th and Market HeadHouse Condominium Owners Association, HeadHouse Retail Associates, L.P., and their respective officers, directors, employees and agents as **Additional Insured** and include coverage for all operations performed by or on behalf of the Contracting Party for bodily injury and property damage arising out of:

Products/Completed Operations
Premises Operations and Mobile Equipment
Independent Contractors
Employees and Volunteers as Additional Insured
Elevators and/or Escalators (if applicable)

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Blanket Contractual Liability (written and oral and must include liability for employee injury assumed under a contract as provided in the standard ISO policy form)

No Amendment to the Definition of an "Insured Contract"

No Sexual Abuse and Molestation Exclusion

No Assault & Battery Exclusion

Broad Form Property Damage (including completed operations)

Coverage for Resulting Damage (Expanded Definition of Occurrence-Property Damage)

Explosion, Collapse and Underground Hazards

Personal Injury and Advertising Injury

- The following minimum limits will be provided:

\$1,000,000 Each Occurrence (combined single limit for bodily injury (including death) and property damage)

\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate (other than Products/Completed Operations)

\$2,000,000 Products/Completed Operations Aggregate

- The General Aggregate Limit must apply on a Per Project basis

- The Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment/completion of the services (including coverage for the Additional Insureds as set forth in these Insurance Requirements)

- Additional Extension of Coverage Based on Type of Contracting Party

- Snow Removal
 - Snow and Ice Removal
 - Snow Plow Products/Completed Operations (if utilizing a vehicle to remove snow)
- Security
 - Damage to property in the care, custody or control
 - Lost Key Coverage
- Pest Control (Minimum limit must be \$5,000,000)
 - Exterminator's Liability
 - Pollution Liability
 - Fumigating Liability
 - Pest Inspection Damage Liability

- b. **Workers' Compensation and Employer's Liability Insurance**: The Contracting Party will obtain a workers' compensation policy which provides benefits in

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accordance with the statutory requirements of the Commonwealth of Pennsylvania and includes "all states" coverage or at least coverage in all other states in which the Contracting Party performs work or through which the Contracting Party's employees travel. This policy will also include coverage for United States Longshoremen and Harbor Workers (if applicable) and employer's liability.

The following minimum employer's liability limits will be provided:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease

\$500,000 Policy Limit Bodily Injury by Disease

- Coverage should cover sole proprietors, partners, members, officers and all individuals providing services on behalf of the Contracting Party.

- c. **Automobile Liability Insurance**: The policy will name 12th and Market HeadHouse Condominium Owners Association, HeadHouse Retail Associates, L.P., and their respective officers, directors, employees and agents as **Additional Insured** and cover liability arising out of the use of all owned, non-owned and hired automobiles (or symbol 1 - Any Auto) with the following minimum coverages:

\$1,000,000 Per Occurrence (combined single limit for bodily injury (including death) and property damage)

- Contractual Liability Coverage (including liability for employee injury assumed under a contract as provided in the standard ISO policy form)

- If the Contracting Party does not have any Owned vehicles, it must still maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability insurance policy

- For any Contracting Party involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948

- d. **Commercial Umbrella Liability**: The policy will apply on a following form basis, including additional insured status, with a minimum limit of \$5,000,000 for each occurrence and the annual aggregate amount (where applicable) that will apply in excess of the commercial general liability, automobile liability, and employer's liability insurance coverage. There must not be an exclusion for assault and battery.

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- e. **Professional Liability**: The Contracting Party providing the security services shall have a professional liability/errors and omissions policy with a minimum policy limit of \$1,000,000 per claim and aggregate with a deductible not to exceed \$50,000. This insurance shall extend to the Contracting Party and its legal representatives in the event of death, dissolution or bankruptcy, and cover provided will cover all actual or alleged acts, errors and omissions arising out of the legal services rendered by the Contracting Party's agents, employees or any person for whom the Contracting Party is responsible in the performances of the services under the contract as well as liability assumed under the contract. The retroactive date must be on or prior to the contract date. The Contracting Party will also obtain tail coverage or an extended reporting period or maintain its current coverage for occurrences happening during the performance of the contract for at least two (2) years after completion of the contract.
- f. **Crime**: The Contracting Party providing the security services shall have a crime insurance with a policy aggregate limit at least equal to but not less than \$500,000, which covers employee dishonesty/theft and theft of client's property and includes a third-party coverage endorsement. The policy will name the 12th and Market HeadHouse Condominium Owners Association, HeadHouse Retail Associates, L.P., and their respective officers, directors, employees and agents as **Additional Insured**.