

HILLS PLAZA

INSURANCE REQUIREMENTS

An insurance certificate MUST be submitted to the Management Office PRIOR to any work commencing on the property site

I. The Service Contractor shall evidence the following insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from Service Contractor's insurance:

A. Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 00 01 04 13 or another "occurrence" form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

\$1,000,000	Per Occurrence Limit
\$2,000,000	General Aggregate Limit

This coverage shall be primary to Owner and Manager's coverage, and Owner and Manager's coverage shall be noncontributory.

B. Excess or Umbrella Liability

Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$2,000,000 each occurrence and \$2,000,000 annual aggregate.

C. Worker's Compensation - Statutory Limits

D. Employers' Liability

With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee.

E. Commercial Automobile Liability

Combined Single Limit - \$1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

F. Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.

INSURANCE (CON'T)

- G. Crime Insurance / Fidelity Bond Contractor is responsible for loss to Owner and third party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.
- H. Errors and Omissions Liability (*applicable for Contractors providing Consulting Services related to their Contract Duties or Uninterrupted Power Source (UPS) services and/or work only*) Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.
- I. Cyber Risk or Liability Insurance (*applicable to Service Contractors providing services or working on, receiving, or accessing any Owner computer, computer system, network, data, data stream, program or software in any manner*) Service Contractor shall carry Cyber Risk or Cyber Liability Insurance for the following risks: a) liability arising from theft, unauthorized dissemination and/or wrongful use of confidential and proprietary information stored or transmitted in electronic form, and b) liability arising from the introduction of a computer virus, or any similar breach into and/or causing damage to the Owner's or Agent's computer, computer system, network and/or similar computer-related property and the data, software and/or programs stored in any of the aforementioned property. Such insurance shall have limits of liability of \$5,000,000 per claim and \$5,000,000 in the aggregate. If this insurance is written on a claims-made basis, the retroactive insurance date shall be no later than the commencement date of this Agreement. Service Contractor will maintain such insurance for two (2) years following the termination of this Agreement.
- J. Environmental Impairment / Pollution Legal Liability (*applicable to any disposal, handling, use, and/or transit of any hazardous gas, liquid, and/or solid as part of the services and/or work related to the Contract Duties*) Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. Such insurance shall include, but not be limited to, coverage for sudden & accidental and non-sudden pollution conditions, bodily injury (including death), property damage (including its resulting loss of use thereof), clean-up costs, and defense costs. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the completion of the work.
- K. Liquor Liability is \$1,000,000 is required if the service contractor is service alcohol.
- II. The Commercial General Liability and Commercial Automobile Liability policies shall include the following as ADDITIONAL INSURED, **including their officers,**

directors and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent shall be utilized for the Commercial General Liability policy. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.

- 1. PPF OFF 345 Spear Street, LP**
- 2. Morgan Stanley Real Estate Advisor, Inc.**
- 3. Jones Lang LaSalle Americas, Inc.**
- 4. Hills Plaza Master Association**

- III. Service Contractor waives any and all rights of subrogation with respect to its commercial Property and Worker's Compensation insurance policies against the parties identified above in Paragraph II.
- IV. All policies will be written by companies licensed to do business in the State of California and which have a rating by Best's Key Rating Guide not less than A-.
- V. Service Contractor shall furnish to the Owner Certificate(s) of Insurance evidencing the above coverage. Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.
- VI. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following provision:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder. With the Certificate Holder listed as:

PPF OFF 345 SPEAR STREET, LP
c/o: Jones Lang LaSalle – Hills Plaza
2 Harrison Street, Suite # 180
San Francisco, CA 94105

VII. The following should be listed as **Certificate Holder:**

**PPF OFF 345 SPEAR STREET, LP
c/o: Jones Lang LaSalle – Hills Plaza
2 Harrison Street, Suite # 180
San Francisco, CA 94105**