

**100 E. Pratt Certificate of Insurance Requirements - Direct Vendors
VENDOR SERVICE AGREEMENT – Insurance Requirements for VENDORS
performing work on premises**

INSURANCE. Vendor, at its sole cost and expense, shall at all times during the term of the Agreement, carry and maintain the following insurance coverage with insurance companies authorized to do business within the State of MD, with a minimum A.M. Best rating of A VIII. Before commencing work, Vendor shall furnish 100 Pratt St. Ventures, LLC with certificate(s) evidencing said insurance policy or policies and shall assume responsibility for placement and renewal of all such policies. Vendor shall also furnish Additional Insured and Waiver of Subrogation Endorsements in conjunction with certificate(s) as required in the following sections. Description of operations must include language that insurance "follows form" on umbrella and excess liability. Additional Insureds shall be listed as CBRE and 100 Pratt St. Ventures, LLC, 100 Pratt St. Holdings, LLC

INSURANCE Contractor agrees to maintain in full force and effect, in form and content and with insurers reasonably acceptable to Owner, and at Contractor's sole cost and expense, the following policies of insurance:

a. **Workers Compensation Insurance** in compliance with the laws of the State where the property is located, including Employers Liability Insurance in an amount not less than \$1,000,000.00 In states where an "opt out" for Workers' Compensation is available, all contractors and subcontractors shall be participants in a workers' compensation program, and not an "opt out".

b. **Commercial General Liability** insurance written on occurrence form CG 00 01 or equivalent, with defense costs in addition to limits, insuring Bodily Injury and Property Damage, including Product and Completed Operations coverage, Contractual Coverage, Independent Contractors coverage, Personal Injury and Advertising Injury coverage without exclusion for explosion, collapse or underground hazards, in an amount not less than \$3,000,000.00 per occurrence and \$3,000,000.00 in the aggregate per location or project on which the Owner Indemnified Parties shall to the extent permitted by law be named as additional insureds on ISO form CG 20 10 07 04 and CG 20 37 07 04 or CG 20 10 11 85 (examples of which are attached) or an equivalent form of a Blanket Additional Insured Endorsement for loss arising from Contractor's operations and completed operations for as long as the additional insureds may be exposed to liability arising from Contractor's work. Such policy shall be the primary coverage for all claims of whatever type and nature and shall not seek contribution from any insurance maintained by the additional insureds.

c. **Automobile Liability Insurance** on all owned, non-owned, hired or leased automotive equipment used in the performance of the Work in amounts not less than \$1,000,000.00 Combined Single Unit for bodily injury and property damage.

d. **Commercial Crime Insurance** if applicable

e. **Excess Umbrella Liability Insurance** \$2,000,000.00 excess of underlying commercial general, auto and employer's liability each occurrence and, where applicable, annually in the aggregate. **Limits may be met using any combination of primary and umbrella coverage. The policy shall be concurrent with**

and follow form of underlying insurance including additional insured provisions and shall be primary and noncontributing with any insurance maintained by the additional insureds.

f. If Contractor is engaged for **Environmental Abatement or Remediation work**, or if Contractor's work will involve use, treatment, storage, removal or transport of Hazardous Materials at, to or from the site, Contractor must obtain Contractor's Pollution Liability or equivalent coverage in an amount not less than \$1,000,000.00 each occurrence on terms satisfactory to Owner and CBRE, including additional insured status for Owner and CBRE, Inc., where available.

g. If Contractor's work includes **professional design or engineering services**, by professionals on staff or under consulting agreement, Contractor must secure acquire and maintain or require its independent consultant to acquire and maintain Professional Liability insurance in limits not less than \$1,000,000.00 covering the professional services performed in connection with the Property and continuing in force by renewal or extended reporting provision for not less than three years after completion of the Work. This coverage form may be "claims made" and include defense expense within the limit of liability.

h. Contractor may also carry such other insurance as it deems necessary for its own protection, and any such insurance must include a waiver of the insurers' rights of subrogation against Owner and CBRE.

j. **Contractor shall submit to CBRE endorsements** to Contractor's coverage in form and substance satisfactory to Owner as evidence of the coverages required in this Article, including additional insured coverage for the Owner Indemnified Parties and CBRE. The General Liability insurance policy shall further provide for (i) severability of interests wherein Contractor is insured against any claims that may be brought by the additional insureds, and (ii) that the Aggregate limit shall apply to Owner's Property or location. If the insurance information is not submitted within seven (7) days from the date of this Contract, this Contract may be canceled at Owner's option. In the event of cancellation or non renewal of any insurance coverage or insurance policy as required herein in this Section, Contractor agrees to provide at least thirty (30) days prior written notice of such cancellation or non renewal to CBRE and Owner, and ten (10) days prior written notice of cancellation if cancellation is for non-payment of premium. Such written notice of cancellation shall be delivered by certified or registered mail to both CBRE and Owner. Should any policy expire or be canceled before final payment to Contractor and Contractor fails to immediately procure other insurance as specified, Owner reserves the right to procure such insurance as will protect Owner and CBRE from such failure, and to charge the Contractor for such costs and/or deduct the cost from any sum due Contractor under this Contract.

k. All policies required by this Contract shall be written by insurance carriers licensed to do business in each state in which Contractor is doing business, which carriers are rated no less than A-VIII by the most recent edition of Best's Key Rating Guide, and are otherwise reasonably satisfactory to Owner and CBRE. Self-insurance of any coverage, or part thereof, is acceptable only upon written consent of Owner or CBRE after Contractor has provided proof of financial ability to support such self-insurance, and shall be entirely for the account of the Contractor, waiving all rights of recovery against Owner and CBRE for any sums expended by Contractor. All policies shall provide that the insurer unequivocally waives any right of subrogation against CBRE and the Owner. **Limits may be met using any combination of primary and umbrella coverage**



CERTIFICATE OF LIABILITY INSURANCE

6/16/20

OP ID:

DATE (MM/DD/YYYY)

DATE

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	AGENCY PHONE #	CONTACT NAME
INSURANCE AGENCY NAME	AGENCY FAX #	PHONE (A/C, No, Ext):
INSURANCE AGENCY MAILING ADDRESS		FAX (A/C, No):
		E-MAIL ADDRESS
		PRODUCER CUSTOMER ID#
NAIC #		INSURER(S) AFFORDING COVERAGE
		INSURER A: NAME OF CARRIER
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	EACH OCCURRENCE
	DAMAGE TO RENTED PREMISES (Ea occurrence)						
	MED EXP (Any one person)						
	PERSONAL & ADV INJURY						
	GENERAL AGGREGATE						
	PRODUCTS - COMP/OP AGG						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	X	X	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COMBINED SINGLE LIMIT EACH ACCIDENT
	BODILY INJURY (Per Person)						
	BODILY INJURY (Per Accident)						
	PERSONAL & ADV INJURY						
	GENERAL AGGREGATE						
	PROPERTY DAMAGE (Per Accident)						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	<input type="checkbox"/> DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$ If Applicable						
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	X	X	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	<input checked="" type="checkbox"/> WC STAT-UTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETARY/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LOCATION ADDRESS: 100 E. Pratt St. Batlimore MD 21202

ADDITIONAL INTEREST: CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC AS ADDITIONAL INSURED for ALL COMPLETED OPERATIONS. ALL INSURANCE POLICIES EVIDENCED ON THIS CERTIFICATE ARE PRIMARY AND NON-CONTRIBUTORY WITH ANY INSURANCE MAINTAINED BY LANDLORD AND SHALL INCLUDE IN A WAIVER OF SUBROGATION PROVISION IN FAVOR OF LANDLORD. UMBRELLA AND EXCESS LIABILITY FOLLOWS FORM. Please include copies of endorsements evidencing additional insured and waiver of subrogation

CERTIFICATE HOLDER

100 Pratt St. Ventures, LLC
c/o CBRE
100 E. Pratt St.
Suite 1200
Baltimore, MD 21202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE