

VENDOR SERVICE AGREEMENT – Insurance Requirements for VENDORS performing work on premises

1. 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 **100 Pratt St. Ventures, LLC** with Additional Insured and Waiver of Subrogation Endorsements in conjunction with certificate(s) as required in the following sections:

- (a) **Commercial general liability insurance**, on an occurrence form, adequate to protect the interest of the parties hereto, which shall name **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** as additional insured on a CG 20 10 form including completed operations or its equivalent; shall waive all rights of subrogation in favor of **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** a CG 24 04 10 93 form or its equivalent; and shall be written on a primary and non-contributory basis over any liability policy carried by **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** and include an endorsement clarifying such position if the base policy does not include equivalent language, for all claims or liabilities arising from, or incidental to this Agreement. General liability risks and key exposures to be covered shall include, but not be limited to, the Property and Vendor's operations in connection with the Property, blanket contractual, personal injury, and completed operations. The limits of each policy shall not be less than **\$3,000,000 per occurrence and \$3,000,000 aggregate** for bodily injury, personal injury and property damage; Policy must delete all X, C, and U exclusions.
- (b) **Automobile liability insurance** covering Vendor's ownership and operation of Owned, Hired (Rented) and Non-Owned automobiles in an amount not less than **\$1,000,000** combined single limit for bodily injury and property damage; which shall name **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** additional insured; and shall be primary and not excess over any liability policy carried by Owner or Manager;
- (c) **Workers' Compensation insurance** in full compliance with all applicable state and federal laws and regulations covering all employees, agents and independent contractors of the Vendor. Coverage shall include employer's liability insurance in an amount of not less than **\$1,000,000**. Such policy shall contain a waiver of subrogation in favor of **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC**.
Statutory coverage as required by state in which the work is to be performed. If you are self-employed with no other employees, a qualified self-insured, or not required to carry Workers' Compensation, you must submit a letter stating this, or a copy of your certificate of self-insurance. A Waiver of Subrogation endorsement issued in favor of CBRE and Owner must be attached to the certificate.
- (d) **Umbrella liability insurance** written on an occurrence form; providing coverage in an amount of not less than **\$2,000,000** for all services except **\$5,000,000** for those services that can be defined as structural, mechanical, roofing, or remediation work. Such insurance shall be in excess of all liability coverage required herein; and shall name the **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** as additional insured, and shall waive all rights of subrogation against **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC**.
- (e) **Fidelity bond** which includes employee dishonesty coverage, with limits in an amount of not less than the Dollar Amount of the Project (Or other if agreed to by Owner) for all employees of Vendor. Such fidelity bond or coverage shall contain an Agent's Rider and all losses shall be payable to **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** via the Agent's

Rider provisions. ****This is **ONLY required** if Vendor is handling, managing, or processing of any of the projects monetary funds for **100 Pratt St. Ventures, LLC** or for Janitorial or other like services where vendor is inside premises unsupervised during non-business hours. ***

- (f) **Professional Liability (Errors & Omissions) Required ONLY** for any **architects, consultants and/or engineers of any kind** shall provide coverage for their professional services and any errors & omissions arising from such work. Such coverage shall be provided for the project in an amount not less than greater value between the Project Dollar Amount or \$1,000,000 total all claims. Such coverage shall be maintained for the duration of the project and for a term of not less than 36 months post completion of the project.

- (g) **Vendor/Contractors Equipment/Property** it is the responsibility of the Vendor/Contractor to provide insurance coverage for all loss or damage to any of their tools, equipment, materials (whether installed or not) brought onto **100 Pratt St. Ventures, LLC premises.** Such insurance shall waive all rights of subrogation against CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC

Cancellation Notice Required - The policies required under this article shall not be cancelled, non-renewed, reduced, or materially changed without 30 days' prior written notice, by certified mail return receipt requested, to **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC.**

Vendor/Contractor's use of any Sub-contractors or Independent Contractors - To the extent that the Vendor employs, utilizes or contracts with subcontractors and/or independent contractors for some or all of the services to be provided hereunder and pursuant to the Agreement, the Vendor shall require such subcontractors and/or independent contractors to comply with the same insurance requirements as set forth above in this section.

Waiver of Subrogation Rights/Waiver of Liability/ Hold Harmless - Vendor expressly, knowingly, and voluntarily waive and release any claims that they may have against **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** or **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** employees, directors, officers, agents, or representatives for damage to its property and loss of business income as a result of the acts or omissions of **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** or **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** employees, directors, officers, agents, or representatives (specifically including the negligence and/or the intentional misconduct of either **CBRE and 100 Pratt St. Ventures, LLC and 100 Pratt St. Holdings, LLC** employees, directors, officers, agents, or representatives), to the extent any such claims are covered by the worker's compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease, or other property insurance that either party may carry at the time of an occurrence. Vendor shall on or before the earlier of the Commencement Date of Work, Execution of this Contract, or the date on which Vendor first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Project and the property located in the Project. This section shall control over any other provisions of this Contract in conflict with it and shall survive the expiration or sooner termination of this Contract.



CERTIFICATE OF LIABILITY INSURANCE

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):	FAX (A/C, No):
INSURANCE AGENCY MAILING ADDRESS		E-MAIL ADDRESS	
NAIC #		PRODUCER CUSTOMER ID#	
		INSURER(S) AFFORDING COVERAGE	NAIC
		INSURERER A: NAME OF CARRIER	
		INSURERER B:	
		INSURERER C:	
		INSURERER D:	
		INSURERER E:	
		INSURERER 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	\$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 3,000,000
							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	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						GENERAL AGGREGATE	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						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	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	<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	\$ 1,000,000
	<input type="checkbox"/> Y/N						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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 CANCELLATION

100 Pratt St. Ventures, LLC c/o CBRE 100 E. Pratt St. Suite 1200 Baltimore, MD 21202	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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

100 Pratt St Ventures, LLC, 100 Pratt St Holdings, LLC and CBRE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: 100 Pratt St Ventures, LLC, 100 Pratt St Holdings, LLC and CBRE.
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

100 Pratt St Ventures, LLC, 100 Pratt St Holdings, LLC and CBRE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

100 Pratt St Ventures, LLC, 100 Pratt St Holdings, LLC and CBRE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

100 Pratt St Ventures, LLC, 100 Pratt St Holdings, LLC and CBRE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: 100 Pratt St Ventures, LLC, 100 Pratt St Holdings, LLC and CBRE.
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

100 Pratt St Ventures, LLC, 100 Pratt St Holdings, LLC and CBRE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

100 Pratt St Ventures, LLC, 100 Pratt St Holdings, LLC and CBRE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.