CBRE Inc.

#### vendor/contractor insurance Requirements

**CLPF – 475 Brannan Street L.P., SAN FRANCISCO, CA)**

Vendors/Contractors shall procure and maintain for the duration of the services performed, insurance against claims for injuries to persons or damages to property which may arise from or in connection with any service, products, and materials supplied. The cost of such insurance shall be borne by the Vendor.

**Minimum Scope of Insurance**

**Generally**. Contractor shall maintain in full force and effect, in form and content and with carriers approved by Owner and Manager, the following policies of insurance. Insurance specified herein shall be minimum requirements and Contractor is responsible for providing any additional insurance deemed necessary to protect Contractor's interests from other hazards or claims in excess of the minimum coverage listed below:

(a) Commercial General Liability on an occurrence form for bodily injury liability and property damage liability with limits of $1,000,000 combined single limit each occurrence and $2,000,000 from the aggregate of all occurrences within each policy year, including, but not limited to, Premises-Operation, Products/Completed Operations (for a period of at least three years after completion of services) Hazard and Contractual Coverage (including coverage for the indemnity clause provided under this Agreement);

(b) Comprehensive form automobile liability covering owned, hired and non-owned vehicles with limits of not less than $1,000,000 per person and $2,000,000 combined single limit each accident and property damage limits of not less than $50,000 per occurrence;

(c) Employer's liability insurance in an amount not less than $1,000,000;

(d) Excess liability (umbrella) insurance on the above with limits of $4,000,000; and

(e) Workers' compensation insurance in accordance with the laws of the State of California.

(f) All risk property insurance for the full replacement cost of all personal property, equipment, etc. owned by the contractor (vendor) and brought onto the property. Any deductible shall be borne by the contractor (vendor).

The insurance contained in items (a), (b.) and (d) above shall, without liability on the part of Owner or Manager for premiums, include Owner and Manager as additional insureds and be primary insurance as to all claims thereunder and provide that any insurance carried by Owner and/or Manager is excess and is non-contributing with any insurance requirement of Contractor; Contractor shall cause each of its insurance policies to provide that the insurance company waives all rights of recovery by way of subrogation against Owner and/or Manager in connection with any matter covered by such policy. Each of the above policies shall contain provisions giving Owner and/or Manager at least 30 days' written notice of cancellation of coverage. Such insurance shall be placed with reputable insurance companies licensed or authorized to do business in the State of California with a minimum Best's rating of A‑X. Contractor shall submit to Manager Certificates of Insurance as evidence of the required coverages. Higher amounts and other forms of coverage that are specific to the type of work may be required if the project warrants same. If the insurance certificates are not submitted within 15 days from the date of this Agreement, Manager may cancel this Agreement. Should any policy be canceled before final payment to Contractor and Contractor fails to immediately procure other insurance as specified, Manager reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Agreement.

**Workers' Compensation Policy Requirements**. Contractor shall cause Manager and Owner to be named as Additional Insureds on Contractor's Excess Workers' Compensation Insurance and Employer's Liability Insurance policies. Contractor hereby waives all claims (except to the extent caused by Manager's or Owner's willful misconduct) against Manager and/or Owner for injury, death or damage to any employee of Contractor, regardless of whether such employee is, at the time of such injury, death or damage, acting at the direction or under the control of Owner or Manager. To the extent permitted by law, Contractor's Workers' Compensation (including excess coverage) and Employer Liability policies shall be endorsed to provide for a waiver of subrogation with respect to all such claims waived by Contractor.

THE PARTIES HERETO HEREBY ACKNOWLEDGE AND AGREE THAT ANY INSURANCE LIMITS REQUIRED BY THIS AGREEMENT ARE MINIMUM LIMITS ONLY AND NOT INTENDED TO RESTRICT THE LIABILITY IMPOSED ON ANY CONTRACTOR FOR WORK PERFORMED.

**Deductible and Self-Insurance Retentions**

Any deductible or self-retention must be declared to and approved by the Property Manager or Landlord. At the option of the Property Manager or Landlord, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Landlord and Property Manager; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Verification of Coverage**

Vendor shall furnish the Property Manager a Certificate of Insurance together with an additional insured endorsement reflecting the coverage required. All Certificates of Insurance and endorsements should be original signed documents or electronic copies verified by the producing broker and are to be approved by the Property Manager before any service is performed. As an alternative, the Vendor’s insurer may provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

**Please Note: Property Manager is CBRE Inc.**

**Landlord is: CLPF – 475 Brannan Street L.P.**

**The endorsement for Additional Insured/Waiver of Subrogation should read as follows:**

**CBRE Inc. and CLPF – 475 Brannan Street L.P. and their trustees, officers, directors, members, agents and employees, Landlord’s mortgagees and Landlord’s representatives.**

**Mailing address should be**

**CLPF – 475 Brannan Street L.P.**

**CBRE Inc.**

**475 Brannan Street, Ste. 124**

**San Francisco, CA 94107**

Note: If you are a vendor and your contract is with the tenant and not the ownership or management company please scroll down and print the attached letter on your company letter head, sign and return to our office with the COI and the additional insured endorsement.

Thank you.

**Tenant’s Contractor/vendor insurance**

**letter agreement**

**INSTRUCTIONS FOR CONTRACTOR/VENDORS COMPLETING THIS LETTER**

This document is designed so that you can add the requested information by computer into the grey box areas. Once completed, the Letter will need to be printed on your company letterhead, and signed by an Officer of the company.

Following is the information you will need to provide in the Letter below:

RE: information

* Insert “*Tenant Name*”
* Insert “*Project Name*” and “*Floor Number*”

Body of Letter

* First grey box - Insert the type of service being provided.
* Second grey box - Insert the company name.

Signature Block – the Letter will need to be signed by an Officer of the company

* Insert company name as “*Contractor*”.
* Next to “*By*”*,* print the name of the Officer who will be signing the Letter.
* Insert the “*Title*” of the Officer.

Once completed**,** please print the document on your company letterhead, and have an Officer of the company sign and date where indicated.

Finally send the original copy of the Letter to: CBRE, Inc., 475 Brannan St. Ste. 124, San Francisco, CA 94107.

**(This Agreement must be on Contractor/Vendor’s Letterhead)**

RE: Tenant Name:

Project Name and Floor Number:

As part of the agreement to provide \_\_\_\_\_\_\_\_\_\_\_\_services to the above referenced Tenant at 475 Brannan Street for the above-referenced Project, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) has agreed to include CLPF – 475 Brannan Street L.P., (Owner”) and CBRE Inc. (“Managing Agent”) as additional insureds, including making Contractor’s insurance primary and waiving all rights of subrogation under any liability policies. Additionally, Contractor shall provide that any and all subcontractors (“Subcontractor”) providing goods or services to the Project shall also name Owner and Agent as additional insureds. Subcontractor shall also provide that their insurance is primary and will waive any rights of subrogation under their insurance policies.

Furthermore, Contractor and any Subcontractor will indemnify and hold harmless the Owner and its Managing Agent for any and all damages (including worker’s compensation and employer’s liability claims brought by any employee of Contractor or its Subcontractors) which may be incurred as a result of the work performed at **475 Brannan Street, San Francisco, CA.**

Contractor:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Title:

**CLPF – 475 Brannan Street L.P.**

Owner

By: CBRE Inc.

Its: Managing Agent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Jackie Holland**

Building Manager