



SynchronousTM
RISK MANAGEMENT

Insurance Guidelines for Service Providers

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Sample Insurance Templates are available for download in Word format at Synchronous.com.



Synchronous Members/Policyholders,

This Insurance Guideline is designed to assist you in managing contractual risk decisions in the service contracts you enter every day. These contracts may include third party property managers, service providers, such as janitorial or security, professional services, such as consultants or other licensed professionals, or contractors for major renovation and repair projects. The following guidelines are recommendations for minimum insurance coverage that your organization should require in these contracts. Limits outlined in these Insurance Guidelines are minimum recommendations. Your contracts may warrant higher limits and/or stricter terms. Each contract and service provider should be evaluated individually.

We have provided a basic template for property management, professional services, operations and maintenance, information technology services, and construction services. The templates can be incorporated into your contract. Be sure to adjust defined terms in the template to match your contract wording and avoid conflicts or misunderstanding. Insurance templates are available for download in Word format at Synchronous.com.

This Insurance Guideline does not replace advice from your legal professional. Additionally, the recommendations herein may be superseded by requirements in other contracts, such as governmental agencies, lenders, etc. We recommend consulting legal counsel for all contracts and assessing the need and terms for insurance requirements, indemnification language, limitation of liability, and other legal advice.

The Synchronous Team is here to assist you with any questions or concerns you may have. You can easily reach out to us through our contact page at synchronous.com/contact/.

Sincerely,

The Synchronous Team

Contract Types and Examples

Contract Category	Examples
<p>Property Management</p> <p>A vendor hired to manage the daily operations and maintenance of a housing community.</p>	<ul style="list-style-type: none"> • Third party property manager
<p>Professional Services or Consulting</p> <p>A vendor holding a professional license or having specialized knowledge for which they are held to a higher professional standard.</p>	<ul style="list-style-type: none"> • Architects and Engineers • Design Services • Geotechnical and Environmental Consultants • Surveyors • Consultants for Specialized Training • Real Estate Advisory • Legal Services/Consulting • Accounting, Tax, and Auditing Services • Project Management Consultant • Recruiter
<p>Operation and Maintenance Services</p> <p>Vendors hired to conduct the daily or periodic tasks necessary to operate and maintain a housing community.</p>	<ul style="list-style-type: none"> • Security Services • Elevator Service • Landscaping • HVAC and Plumbing • Janitorial • Security and Fire Alarms and Cameras Systems • Miscellaneous Maintenance and Repair • Housing Locator and Relocator Services
<p>Information Technology Services</p> <p>Specialized vendor hired to install, services, and/or manage IT systems or technology.</p>	<ul style="list-style-type: none"> • Software, Media, or Video • Telecommunications • Security and Data Lines • Software as a Service
<p>Construction Services</p> <p>Vendor hired to complete major renovation or repair projects on existing structures.</p>	<ul style="list-style-type: none"> • General Contractor • Construction Manager • Repair and Maintenance Contractor <p><i>NOTE: This Guideline does not address the construction of new buildings or material expansion of existing buildings. Consult your insurance professional for more information.</i></p>

Types of Insurance

Primary Insurance Coverage – required on all contracts regardless of risk.

Type of Insurance	What it covers
Workers' Compensation	<p>Provides statutory benefits for employment-related injury or illness. Statutes vary widely from state to state, so contracts must adhere to applicable requirements.</p> <p><i>NOTE: If the vendor claims they have no employees and are a sole proprietorship, a signed workers' compensation waiver is acceptable in exchange for evidence of workers' compensation and employer's liability coverage. Form of waiver will vary by state.</i></p>
Employer's Liability	<p>Coverage for companies liable for financial losses for worker related injury or illness that is not covered by Workers' Compensation insurance. Employer Liability covers multiple types of lawsuits, including consequential bodily injury, dual-capacity, loss of consortium, and third-party lawsuits.</p>
Commercial General Liability (CGL)	<p>CGL covers third party bodily injury, property damage liability, and personal and advertising injury arising from a vendor's negligence in the rendering of services. CGL also covers completed operations for contractors performing work at a housing community.</p>
Automobile Liability	<p>Automobile Liability covers exposure arising out of the ownership, maintenance, and use of company-owned automobiles or liability imposed on a company from an employee's use of non-owned or hired automobiles for company business. If company does not own any autos, they must still have coverage for non-owned and hired.</p>

Types of Insurance

Ancillary Insurance Coverage – requirement based on risks and service provided.

Type of Insurance	What it covers
Professional Liability (aka Errors & Omissions/E&O)	Covers economic damages arising from vendor’s negligent errors, acts, or omissions in the rendering of professional services. This type of vendor usually holds a professional license, designation, or has expertise and knowledge on a subject matter that is not common and for which they are held to a higher standard.
Contractor Pollution Liability (CPL)	CPL covers bodily injury, property damage liability, clean up and removal of pollution-related conditions resulting from a vendor’s work. Injury and damage caused by pollution or hazardous materials are excluded from the CGL policy required above.
Aircraft Liability	Covers liability arising out of the ownership, maintenance, and use of aircraft, including drones and other unmanned aircraft vehicles (UAVs), in the course and scope of work.
Network Security and Privacy Liability (Cyber)	Covers liability ensuing from a breach of your data or your personal identifying information caused by your vendor in the course of their services for you. These policies can cover a variety of risks including restoration of data, payment for ransom demands, and credit-restoring costs. This coverage should be required for any vendor that works with or has access to sensitive, confidential, or personal information or whose operations are associated with computer systems.
Installation Floater	Covers the equipment and materials in transit or stored at your location which is intended to be installed or is in the process of being installed. Coverage should be equivalent to the replacement cost of such equipment if damaged or destroyed due to a covered cause of loss (fire, theft, destruction, etc.).
Builder’s Risk	Covers repair or replacement of property damaged during construction or renovation, including materials, supplies, and equipment. Builder’s Risk is written on a full replacement cost basis. Coverage for renovations and/or maintenance may be included in owner’s property insurance policy, so consult owner’s insurance broker or an insurance professional.
Crime or Fidelity Bond	Covers losses resulting from your vendors stealing money while handling money on your behalf and theft of valuable papers and other financial securities in the scope of their work for you.

Minimum Primary Insurance Limits

Contract Category	Workers' Compensation	Commercial General Liability	Commercial Auto Liability
Property Management	Statutory Employer's Liability \$1M (or WC waiver)	\$1M - \$5M per occurrence \$2M - \$5M general aggregate	\$1M Combined Single Limit for owned (if applicable), non-owned and hired
Professional Services or Consulting	Statutory Employer's Liability \$1M (or waiver)	\$1M - \$5M per occurrence \$2M - \$5M general aggregate	\$1M Combined Single Limit for owned (if applicable), non-owned and hired vehicles.
Services and Maintenance	Statutory Employer's Liability \$1M (or waiver)	\$1M - \$5M per occurrence \$2M - \$5M general aggregate	\$1M-\$5M Combined Single Limit for owned (if applicable), non-owned and hired vehicles.
Information Technology	Statutory Employer's Liability \$1M (or waiver)	\$1M - \$5M per occurrence \$2M - \$5M general aggregate	\$1M Combined Single Limit for owned (if applicable), non-owned and hired vehicles.
Construction Services (renovations and repairs only)	Statutory Employer's Liability \$1M (or waiver)	Limits, including completed operations, should be reviewed on a case-by-case basis.	\$1M-\$10M Combined Single Limit for owned (if applicable), non-owned and hired vehicles.
None of the Above	Consult with a risk management or insurance professional		

NOTE: The limits outlined above are the minimum limits recommended. Each contract should be evaluated for higher limits on a case-by-case basis. Limits may be achieved through a combination of primary and excess/umbrella policies.

Ancillary Coverage Recommendations

Contract Category	Property Management	Professional Services or Consulting	Operations and Maintenance Services	Information Technology Services	Construction Services
Professional Liability	X	X			X
Contractor Pollution Liability			X		X
Aircraft Liability	X		X	X	X
Cyber Liability	X	X		X	
Installation Floater			X		X
Builder's Risk			X		X
Crime or Fidelity Bond	X				

NOTE: The need for Ancillary Coverage in any contract is based on the risks associated with the service provided. The above recommendations are suggestions and may not be necessary in all cases. Each contract should be evaluated for coverage requirements and limits on a case-by-case basis.

Sample Insurance Template #1

THIRD PARTY PROPERTY MANAGERS

Housing Authorities Risk Retention Pool (HARRP) only

INSURANCE REQUIREMENTS.

Manager's Insurance. Without limiting Manager's indemnification of Owner, Manager shall maintain at its own expense during the entire term of this Agreement policies of insurance of the types and amounts described below.

Commercial General Liability Insurance. Manager shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) general aggregate. This policy shall include blanket contractual liability.

Automobile Liability Insurance. Manager shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Manager arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

Workers' Compensation Insurance. Manager shall maintain Workers Compensation Insurance as required by applicable state statute and Employer's Liability Insurance, with limits of at least one million dollars (\$1,000,000) per accident, employee, and disease.

Professional Liability (Errors & Omissions) Insurance. Manager shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Manager agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement. If the policy does not include harassment and discrimination coverage, including Americans with Disabilities Act ("ADA") and tenant discrimination, Manager shall obtain an endorsement or a separate policy in the required amount. This required coverage shall also include employment practices liability insurance, which may be endorsed onto the above referenced policy or purchased as a separate insurance policy.

Crime Insurance (or Fidelity Bond). Manager shall maintain commercial crime insurance including forgery or alteration coverage, computer fraud coverage, funds transfer fraud coverage, money and securities coverage, money orders and counterfeit money coverage, burglary, robbery, theft, and employee dishonesty coverage with limits in an amount not less than one million dollars (\$1,000,000).

Network Security and Privacy Liability (Cyber liability). Manager shall maintain network security and privacy liability (cyber) insurance in an amount not less than one million dollars (\$1,000,000) per incident and annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Manager in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Other Provisions of Manager's Insurance.

Additional Insured Status. Except for professional liability and workers compensation insurance, insurance policies required herein shall provide or be endorsed to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Primary Insurance. Manager's insurance shall be primary and non-contributory with any insurance maintained by Owner and shall include cross liability or severability of interest.

Proof of Insurance. Manager shall deliver to Owner certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by Owner. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Owner reserves the right to request copies of required insurance policies, as needed.

Deductibles and/or Self-insured Retentions. Any self-insured retentions must be declared to and approved by Owner. Payment of deductibles and self-insured retentions maintained by Manager is the sole responsibility of the Manager. To the extent Manager elects to self-insure, subject to Owner's approval, such self-insurance shall in no way limit liabilities assumed by Manager in this Agreement, including but not limited to Owner's status as an additional insured or Manager waiving rights of recovery or subrogation.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State in which the Property is located, with an assigned policyholders' AM Best Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the Owner's Risk Manager.

Notice of Cancellation. Manager's insurance shall be endorsed to provide Owner with written notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days written notice of cancellation.

Subcontracted Work. Should Manager subcontract any of the work under this Agreement, Manager shall require its subcontractors to carry insurance in types and with limits appropriate for the risk and such policies shall include Owner as an additional insured.

Enforcement of Contract Provisions (non estoppel). Manager acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform Manager of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Owner's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Owner has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Owner will be promptly reimbursed by Manager or Owner will withhold amounts sufficient to pay premium from Manager payments. In the alternative, Owner may cancel this Agreement.

Owner's Right to Revise Specifications. The Owner reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Manager ninety (90) days advance written notice of such change. If such change results in substantial additional costs to the Manager, the Owner and Manager may renegotiate Manager's compensation.

Additional Insurance. Manager may maintain, at its own cost and expense, any additional kind of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Duties in the Event of an Accident, Property Damage, Claim, Lawsuit, or Other Loss.

Manager shall promptly notify Owner of any accident or actual, threatened, or pending claims for damage or lawsuits relating to the ownership, management, operation, or maintenance of the Property. Manager shall promptly investigate and make a full written report to Owner within 5 days of receiving knowledge of any accident or claim for damage relating to the ownership, management operation, or maintenance of the Property, including any damage or destruction to the Property and the estimated cost of repair. Manager shall cooperate and make all reports required by any insurance company or Owner in connection therewith. In no event shall Manager file or report any claim directly on Owner's insurance policies without Owner's prior written consent or direction. Owner has the sole discretion to file or report a claim on Owner's insurance policies.

Owner's Insurance.

Without limiting Owner's indemnification of Manager, Owner shall maintain during the term of this Agreement policies of insurance of the types and amounts described below. The cost of Owner's insurance shall be an operating expense of the Property.

Property Insurance. Owner shall maintain property insurance on an All Risk/Special Form for risks of physical loss or damage, as determined by Owner. Insurance coverage shall be in conformance with the bond or other lender covenants relating to the financing of the Property, if any.

Commercial General Liability Insurance. Owner shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) general aggregate.

Automobile Liability Insurance. Owner shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Owner arising, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

Owner shall deliver to Manager certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement and at the renewal or replacement of any of the required insurance.

Waiver of Subrogation.

All insurance coverage maintained by Owner and Manager pursuant to this Agreement shall be endorsed to waive subrogation against the other party, including its elected and appointed officers, agents, officials, employees, and volunteers or shall specifically allow the insured party to waive their rights of subrogation prior to a loss. Owner and Manager each waive their rights of recovery against the other.

Sample Insurance Template #2

THIRD PARTY PROPERTY MANAGERS

Affordable Housing Risk Pool (AHRP only)

INSURANCE REQUIREMENTS.

Manager's Insurance. Without limiting Manager's indemnification of Owner, Manager shall maintain at its own expense during the entire term of this Agreement policies of insurance of the types and amounts described below.

Commercial General Liability Insurance. Manager shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) general aggregate. This policy shall include blanket contractual liability.

Automobile Liability Insurance. Manager shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Manager arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

Workers' Compensation Insurance. Manager shall maintain Workers Compensation Insurance as required by applicable state statute and Employer's Liability Insurance, with limits of at least one million dollars (\$1,000,000) per accident, employee, and disease.

Professional Liability (Errors & Omissions) Insurance. Manager shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Manager agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement. If the policy does not include harassment and discrimination coverage, including Americans with Disabilities Act ("ADA") and tenant discrimination, Manager shall obtain an endorsement or a separate policy in the required amount. This required coverage shall also include employment practices liability insurance, which may be endorsed onto the above referenced policy or purchased as a separate insurance policy.

Crime Insurance (or Fidelity Bond). Manager shall maintain commercial crime insurance including forgery or alteration coverage, computer fraud coverage, funds transfer fraud coverage, money and securities coverage, money orders and counterfeit money coverage, burglary, robbery, theft, and employee dishonesty coverage with limits in an amount not less than one million dollars (\$1,000,000).

Network Security and Privacy Liability (Cyber liability). Manager shall maintain network security and privacy liability (cyber) insurance in an amount not less than one million dollars (\$1,000,000) per

incident and annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Manager in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Other Provisions of Manager's Insurance.

Additional Insured Status. Except for professional liability and workers compensation insurance, insurance policies required herein shall provide or be endorsed to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies for claims arising from the willful misconduct or gross negligence of Manager. This provision shall also apply to any excess liability policies.

Primary Insurance. For claims arising from Manager's willful misconduct or gross negligence, Manager's insurance shall be primary and non-contributory with any insurance maintained by Owner and shall include cross liability or severability of interest.

Proof of Insurance. Manager shall deliver to Owner certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by Owner. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Owner reserves the right to request copies of required insurance policies, as needed.

Deductibles and/or Self-insured Retentions. Any self-insured retentions must be declared to and approved by Owner. Payment of deductibles and self-insured retentions maintained by Manager is the sole responsibility of the Manager. To the extent Manager elects to self-insure, subject to Owner's approval, such self-insurance shall in no way limit liabilities assumed by Manager in this Agreement, including but not limited to Owner's status as an additional insured or Manager waiving rights of recovery or subrogation.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State in which the Property is located, with an assigned policyholders' AM Best Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the Owner's Risk Manager.

Notice of Cancellation. Manager's insurance shall be endorsed to provide Owner with written notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days written notice of cancellation.

Subcontracted Work. Should Manager subcontract any of the work under this Agreement, Manager shall require its subcontractors to carry insurance in types and with limits appropriate for the risk and such policies shall include Owner as an additional insured.

Enforcement of Contract Provisions (non estoppel). Manager acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform Manager of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Owner's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Owner has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Owner will be promptly reimbursed by Manager or Owner will withhold amounts sufficient to pay premium from Manager payments. In the alternative, Owner may cancel this Agreement.

Owner's Right to Revise Specifications. The Owner reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Manager ninety (90) days advance written notice of such change. If such change results in substantial additional costs to the Manager, the Owner and Manager may renegotiate Manager's compensation.

Additional Insurance. Manager may maintain, at its own cost and expense, any additional kind of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Duties in the Event of an Accident, Property Damage, Claim, Lawsuit, or Other Loss.

Manager shall promptly notify Owner of any accident or actual, threatened, or pending claims for damage or lawsuits relating to the ownership, management, operation, or maintenance of the Property. Manager shall promptly investigate and make a full written report to Owner within 5 days of receiving knowledge of any accident or claim for damage relating to the ownership, management operation, or maintenance of the Property, including any damage or destruction to the Property and the estimated cost of repair. Manager shall cooperate and make all reports required by any insurance company or Owner in connection therewith. In no event shall Manager file or report any claim directly on Owner's insurance policies without Owner's prior written consent or direction. Owner has the sole discretion to file or report a claim on Owner's insurance policies.

Owner's Insurance.

Without limiting Owner's indemnification of Manager, Owner shall maintain during the term of this Agreement policies of insurance of the types and amounts described below. The cost of Owner's insurance shall be an operating expense of the Property.

Property Insurance. Owner shall maintain property insurance on an All Risk/Special Form for risks of physical loss or damage, as determined by Owner. Insurance coverage shall be in conformance with the bond or other lender covenants relating to the financing of the Property, if any.

Commercial General Liability Insurance. Owner shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) general aggregate.

Automobile Liability Insurance. Owner shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Owner arising, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

Manager shall be included as an additional insured under Owner's commercial general and automobile liability insurance except for claims arising from Manager's willful misconduct or gross negligence. Except in cases of Manager's willful misconduct or gross negligence, Owner's insurance shall be primary and non-contributory with any insurance maintained by Manager and shall include cross liability or severability of interest.

Owner shall deliver to Manager certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement and at the renewal or replacement of any of the required insurance.

Waiver of Subrogation.

All insurance coverage maintained by Owner and Manager pursuant to this Agreement shall be endorsed to waive subrogation against the other party, including its elected and appointed officers, agents, officials, employees, and volunteers or shall specifically allow the insured party to waive their rights of subrogation prior to a loss. Owner and Manager each waive their rights of recovery against the other.

Sample Insurance Template #3

PROFESSIONAL SERVICES AND CONSULTING

INSURANCE REQUIREMENTS.

Consultant's Insurance. Without limiting Consultant's indemnification of Owner, Consultant shall maintain at its own expense during the entire term of this Agreement policies of insurance of the types and amounts described below.

Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than [INSERT LIMIT] per occurrence, and [INSERT LIMIT] general aggregate and shall include coverage for completed operations for up to the statutory period. This policy shall include blanket contractual liability. Limits may be achieved through a combination of primary and excess/umbrella policies.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than [INSERT LIMIT] combined single limit for each accident.

Workers' Compensation Insurance. Consultant shall maintain Workers Compensation Insurance as required by applicable state statute and Employer's Liability Insurance, with limits of at least one million dollars (\$1,000,000) per accident, employee, and disease.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

[IF APPLICABLE] Network Security and Privacy Liability (Cyber liability). Consultant shall maintain network security and privacy liability (cyber) insurance in an amount not less than one million dollars (\$1,000,000) per incident and annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Other Provisions of Consultant's Insurance.

Additional Insured Status. Except for professional liability and workers compensation insurance, insurance policies required herein shall provide or be endorsed to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Primary Insurance. Consultant's insurance shall be primary and non-contributory with any insurance maintained by Owner and shall include cross liability or severability of interest.

Proof of Insurance. Consultant shall deliver to Owner certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by Owner. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Owner reserves the right to request copies of required insurance policies, as needed.

Deductibles and/or Self-insured Retentions. Any self-insured retentions must be declared to and approved by Owner. Payment of deductibles and self-insured retentions maintained by Consultant is the sole responsibility of the Consultant. To the extent Consultant elects to self-insure, subject to Owner's approval, such self-insurance shall in no way limit liabilities assumed by Consultant in this Agreement, including but not limited to Owner's status as an additional insured or Consultant waiving rights of recovery or subrogation.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State in which the Property is located, with an assigned policyholders' AM Best Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the Owner's Risk Consultant.

Notice of Cancellation. Consultant's insurance shall be endorsed to provide Owner with written notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days written notice of cancellation.

Consultant's Property. Consultant is solely responsible for the repair or replacement of Consultant's personal property and equipment, whether owned or non-owned, used in the course of Consultant's work. Owner shall have no responsibility to insure or cover the cost to repair or replace Consultant's personal property or equipment, regardless of cause of loss.

Subcontracted Work. Should Consultant subcontract any of the work under this Agreement, Consultant shall require its subcontractors to carry insurance in types and with limits appropriate for the risk and such policies shall include Owner as an additional insured.

Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Owner's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Owner has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Owner will be promptly reimbursed by Consultant or Owner will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Owner may cancel this Agreement.

Owner's Right to Revise Specifications. The Owner reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional costs to the Consultant, the Owner and Consultant may renegotiate Consultant's compensation.

Additional Insurance. Consultant may maintain, at its own cost and expense, any additional kind of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Waiver of Subrogation.

All insurance coverage maintained by Consultant shall be endorsed to waive subrogation against the Owner, including its officers, agents, officials, employees, and volunteers or shall specifically allow the Consultant to waive its rights of subrogation prior to a loss. Consultant hereby waives its rights of recovery against the Owner.

Sample Insurance Template #4

OPERATIONS AND MAINTENANCE SERVICES

INSURANCE REQUIREMENTS.

Service Provider's Insurance. Without limiting Service Provider's indemnification of Owner, Service Provider shall maintain at its own expense during the entire term of this Agreement policies of insurance of the types and amounts described below.

Commercial General Liability Insurance. Service Provider shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than [INSERT LIMIT] per occurrence, and [INSERT LIMIT] general aggregate and shall include coverage for completed operations for up to the statutory period. This policy shall include blanket contractual liability. Limits may be achieved through a combination of primary and excess/umbrella policies.

Automobile Liability Insurance. Service Provider shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than [INSERT LIMIT] combined single limit for each accident.

Workers' Compensation Insurance. Service Provider shall maintain Workers Compensation Insurance as required by applicable state statute and Employer's Liability Insurance, with limits of at least one million dollars (\$1,000,000) per accident, employee, and disease.

[IF APPLICABLE] Contractor's Pollution Liability Insurance. Service Provider shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations in the minimum amount of one million dollars (\$1,000,000) per occurrence and annual aggregate. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Service Provider's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by Owner.

[IF APPLICABLE] Aircraft Liability Insurance. Service Provider shall maintain aircraft liability insurance, including use of unmanned aircraft (aka drones), in the minimum amount of one million dollars (\$1,000,000) per occurrence and annual aggregate.

[IF APPLICABLE] Network Security and Privacy Liability (Cyber liability). Service Provider shall maintain network security and privacy liability (cyber) insurance in an amount not less than one million dollars (\$1,000,000) per incident and annual aggregate. Coverage shall be sufficiently broad

to respond to the duties and obligations as is undertaken by Service Provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

[IF APPLICABLE] Installation Floater. Service Provider shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include Owner as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.

[IF APPLICABLE] Crime Insurance (or Fidelity Bond). Service Provider shall maintain commercial crime insurance including forgery or alteration coverage, computer fraud coverage, funds transfer fraud coverage, money and securities coverage, money orders and counterfeit money coverage, burglary, robbery, theft, and employee dishonesty coverage with limits in an amount not less than one million dollars (\$1,000,000).

Other Provisions of Service Provider's Insurance.

Additional Insured Status. Except for professional liability and workers compensation insurance, insurance policies required herein shall provide or be endorsed to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Primary Insurance. Service Provider's insurance shall be primary and non-contributory with any insurance maintained by Owner and shall include cross liability or severability of interest.

Proof of Insurance. Service Provider shall deliver to Owner certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by Owner. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Owner reserves the right to request copies of required insurance policies, as needed.

Deductibles and/or Self-insured Retentions. Any self-insured retentions must be declared to and approved by Owner. Payment of deductibles and self-insured retentions maintained by Service Provider is the sole responsibility of the Service Provider. To the extent Service Provider elects to self-insure, subject to Owner's approval, such self-insurance shall in no way limit liabilities assumed by Service Provider in this Agreement, including but not limited to Owner's status as an additional insured or Service Provider waiving rights of recovery or subrogation.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State in which the Property is located, with an assigned policyholders' AM Best Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the Owner's Risk Service Provider.

Notice of Cancellation. Service Provider's insurance shall be endorsed to provide Owner with written notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days written notice of cancellation.

Service Provider's Property. Service Provider is solely responsible for the repair or replacement of Service Provider's personal property and equipment, whether owned or non-owned, used in the course of Service Provider's work. Owner shall have no responsibility to insure or cover the cost to repair or replace Service Provider's personal property or equipment, regardless of cause of loss.

Subcontracted Work. Should Service Provider subcontract any of the work under this Agreement, Service Provider shall require its subcontractor to carry insurance in types and with limits appropriate for the risk and such policies shall include Owner as an additional insured.

Enforcement of Contract Provisions (non estoppel). Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Owner's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Owner has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Owner will be promptly reimbursed by Service Provider or Owner will withhold amounts sufficient to pay premium from Service Provider payments. In the alternative, Owner may cancel this Agreement.

Owner's Right to Revise Specifications. The Owner reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Service Provider ninety (90) days advance written notice of such change. If such change results in substantial additional costs to the Service Provider, the Owner and Service Provider may renegotiate Service Provider's compensation.

Additional Insurance. Service Provider may maintain, at its own cost and expense, any additional kind of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Waiver of Subrogation.

All insurance coverage maintained by Service Provider shall be endorsed to waive subrogation against the Owner, including its officers, agents, officials, employees, and volunteers or shall specifically allow the Service Provider to waive its rights of subrogation prior to a loss. Service Provider hereby waives its rights of recovery against the Owner.

Sample Insurance Template #5

INFORMATION TECHNOLOGY SERVICES

INSURANCE REQUIREMENTS.

Consultant's Insurance. Without limiting Consultant's indemnification of Owner, Consultant shall maintain at its own expense during the entire term of this Agreement policies of insurance of the types and amounts described below.

Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than [INSERT LIMIT] per occurrence, and [INSERT LIMIT] general aggregate and shall include coverage for completed operations for up to the statutory period. This policy shall include blanket contractual liability. Limits may be achieved through a combination of primary and excess/umbrella policies.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than [INSERT LIMIT] combined single limit for each accident.

Workers' Compensation Insurance. Consultant shall maintain Workers Compensation Insurance as required by applicable state statute and Employer's Liability Insurance, with limits of at least one million dollars (\$1,000,000) per accident, employee, and disease.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Network Security and Privacy Liability (Cyber liability). Consultant shall maintain network security and privacy liability (cyber) insurance in an amount not less than one million dollars (\$1,000,000) per incident and annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

[IF APPLICABLE] Aircraft Liability Insurance. Consultant shall maintain aircraft liability insurance, including use of unmanned aircraft (aka drones), in the minimum amount of one million dollars (\$1,000,000) per occurrence and annual aggregate.

Other Provisions of Consultant's Insurance.

Additional Insured Status. Except for professional liability and workers compensation insurance, insurance policies required herein shall provide or be endorsed to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Primary Insurance. Consultant's insurance shall be primary and non-contributory with any insurance maintained by Owner and shall include cross liability or severability of interest.

Proof of Insurance. Consultant shall deliver to Owner certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by Owner. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Owner reserves the right to request copies of required insurance policies, as needed.

Deductibles and/or Self-insured Retentions. Any self-insured retentions must be declared to and approved by Owner. Payment of deductibles and self-insured retentions maintained by Consultant is the sole responsibility of the Consultant. To the extent Consultant elects to self-insure, subject to Owner's approval, such self-insurance shall in no way limit liabilities assumed by Consultant in this Agreement, including but not limited to Owner's status as an additional insured or Consultant waiving rights of recovery or subrogation.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State in which the Property is located, with an assigned policyholders' AM Best Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the Owner's Risk Consultant.

Notice of Cancellation. Consultant's insurance shall be endorsed to provide Owner with written notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days written notice of cancellation.

Consultant's Property. Consultant is solely responsible for the repair or replacement of Consultant's personal property and equipment, whether owned or non-owned, used in the course of Consultant's work. Owner shall have no responsibility to insure or cover the cost to repair or replace Consultant's personal property or equipment, regardless of cause of loss.

Subcontracted Work. Should Consultant subcontract any of the work under this Agreement, Consultant shall require its subcontractors to carry insurance in types and with limits appropriate for the risk and such policies shall include Owner as an additional insured.

Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Owner's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Owner has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Owner will be promptly reimbursed by Consultant or Owner will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Owner may cancel this Agreement.

Owner's Right to Revise Specifications. The Owner reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional costs to the Consultant, the Owner and Consultant may renegotiate Consultant's compensation.

Additional Insurance. Consultant may maintain, at its own cost and expense, any additional kind of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Sample Insurance Template #6

CONSTRUCTION SERVICES – RENOVATIONS AND REPAIRS

INSURANCE REQUIREMENTS.

Contractor's Insurance. Without limiting Contractor's indemnification of Owner, Contractor shall maintain at its own expense during the entire term of this Agreement policies of insurance of the types and amounts described below.

Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than [INSERT LIMITS] per occurrence, and [INSERT LIMIT] general aggregate and shall include coverage for completed operations for up to the statutory period. This policy shall include blanket contractual liability. Limits may be achieved through a combination of primary and excess/umbrella policies.

Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than [INSERT LIMIT] combined single limit for each accident.

Workers' Compensation Insurance. Contractor shall maintain Workers Compensation Insurance as required by applicable state statute and Employer's Liability Insurance, with limits of at least one million dollars (\$1,000,000) per accident, employee, and disease.

[IF APPLICABLE] Professional Liability (Errors & Omissions) Insurance. Contractor shall maintain professional liability insurance that covers architectural and design services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Contractor's Pollution Liability Insurance. Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations in the minimum amount of one million dollars (\$1,000,000) per occurrence and annual aggregate. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by Owner.

[IF APPLICABLE] Aircraft Liability Insurance. Contractor shall maintain aircraft liability insurance, including use of unmanned aircraft (aka drones), in the minimum amount of one million dollars (\$1,000,000) per occurrence and annual aggregate.

[IF APPLICABLE] Installation Floater. Contractor shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include Owner as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.

[IF APPLICABLE] Builder's Risk. Contractor shall maintain a policy of builder's risk insurance written on an all risks of direct physical loss basis and covering the 100% full replacement cost of the value of Improvements, which shall include hard and soft costs, equipment, supplies, and materials existing onsite, in transit, or stored at off-site location. *[NOTE: may or may not exclude requirement for flood, earthquake, and terrorism coverage]*. Policy shall be written on a completed value basis. Policy shall have a deductible approved by Owner and payment of such deductible shall be the responsibility of Contractor. In the event of insurance claims for property damage during construction, the Owner shall be included as Loss Payee to the extent of its interest.

Other Provisions of Contractor's Insurance.

Additional Insured Status. Except for professional liability and workers compensation insurance, insurance policies required herein shall provide or be endorsed to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Primary Insurance. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Owner and shall include cross liability or severability of interest.

Proof of Insurance. Contractor shall deliver to Owner certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by Owner. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Owner reserves the right to request copies of required insurance policies, as needed.

Deductibles and/or Self-insured Retentions. Any self-insured retentions must be declared to and approved by Owner. Payment of deductibles and self-insured retentions maintained by Contractor is the sole responsibility of the Contractor. To the extent Contractor elects to self-insure, subject to Owner's approval, such self-insurance shall in no way limit liabilities assumed by Contractor in this Agreement, including but not limited to Owner's status as an additional insured or Contractor waiving rights of recovery or subrogation.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State in which the Property is located, with an assigned policyholders' AM Best Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the Owner's Risk Contractor.

Notice of Cancellation. Contractor's insurance shall be endorsed to provide Owner with written notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days written notice of cancellation.

Contractor's Property. Contractor is solely responsible for the repair or replacement of Contractor's personal property and equipment, whether owned or non-owned, used during Contractor's work. Owner shall have no responsibility to insure or cover the cost to repair or replace Contractor's personal property or equipment, regardless of cause of loss.

Subcontracted Work. Should Contractor subcontract any of the work under this Agreement, Contractor shall require its subcontractors to carry insurance in types and with limits appropriate for the risk and such policies shall include Owner as an additional insured.

Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Owner's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Owner has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Owner will be promptly reimbursed by Contractor or Owner will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Owner may cancel this Agreement.

Owner's Right to Revise Specifications. The Owner reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional costs to the Contractor, the Owner and Contractor may renegotiate Contractor's compensation.

Additional Insurance. Contractor may maintain, at its own cost and expense, any additional kind of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Waiver of Subrogation.

All insurance coverage maintained by Contractor shall be endorsed to waive subrogation against the Owner, including its officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor to waive its rights of subrogation prior to a loss. Contractor hereby waives its rights of recovery against the Owner.