

U.S. BANK TOWER
621 Capitol Mall
Tenant's Vendor Insurance Requirements

1. Insurance:

(A) Coverage. Contractor shall, at Contractor's sole cost and expense and with insurers reasonably approved by Owner with respect to any policy required hereunder, maintain in full force and effect for the entire term of this agreement, the Scope of Work Documents and the Insurance Requirements attached to the WO, the following types of insurance:

1. Commercial General Liability insurance written on an occurrence basis, with general aggregate limits of at least \$3,000,000 with a \$3,000,000 per occurrence limit and at least \$3,000,000 products/completed operations. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Contractor's services or other activities associated with this contract, including, without limitation, Contractor's obligations under the Indemnity Section of this contract. The Contractor's general liability insurance coverage will include: Premises/operations, Products/completed operations, Personal injury and Advertising injury protection effective no later than the date Contractor's service is first performed to Owner. Contractor's liability insurance must be on an "occurrence basis" and shall include a "waiver of subrogation endorsement" that must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better.

2. Owner and its parent, subsidiary and affiliate companies and their officers, directors, agents and employees shall be added as insureds ("additional insureds") under each commercial general liability policy identified in the preceding paragraph above and the automobile liability insurance policy identified in paragraph 4 below. The additional insured status shall include ongoing operations and completed operations coverage. Specifically, the policy shall include an ISO form CG2026 endorsement or equivalent adding as insureds: **"621 Capitol Mall, LLC, David S. Taylor Interests, Inc., U.S. Bank National Association and each of their agents, affiliates, members, officers, directors, employees, successors and assigns"** and shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to Owner or the additional insureds will be excess only and will not contribute with this insurance. In addition, the commercial general liability and automobile liability insurance policies shall not provide that any self-insured retention or deductible can only be paid by the Contractor or a subcontractor. Contractor and all subcontractors appoint the Owner as their agent to pay any self-insured retention or deductible on said policies.

3. Worker's Compensation Insurance (including employers' liability) with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Contractor must maintain such a policy and provide Owner with a certificate of insurance and must provide a waiver of subrogation endorsement.

4. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damages and \$1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos".

5. If Contractor fails to obtain, secure and/or maintain any of the insurance coverages required by this agreement, Owner shall have the right (without any obligation to do so, however)

- to terminate this agreement without notice
- withhold payment until compliance is completed
- To secure same in the name of and for the account of the Contractor, in which event

the Contractor shall pay the cost thereof and shall furnish, upon demand, all information that may be required in connection therewith.

ATTACHMENT 4

6. Contractor hereby waives any right of subrogation which it may have against Owner with regard to any loss or damage arising out of or incident to the perils insured against by the policy of insurance described herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise or did not pay the insurance premium directly or indirectly, whether or not such person or entity had an insurable interest in the property damaged.

(B) A certificate of insurance shall be furnished by Contractor to Owner before any work is commenced by Contractor under a WO. The certificate shall provide that there will be no cancellation, reduction or modification of coverage without 30 days prior written notice to Owner, and the wording "endeavor to" and "but failure to do so, etc." shall be crossed out. Contractor shall have a continuing duty to provide evidence of current insurance coverage compliant with this Agreement.

(C) The required insurance shall be subject to the reasonable approval of Owner, but any acceptance of insurance certificates by Owner shall not limit or relieve Contractor of the duties and responsibilities assumed by it under this Agreement and the Scope of Work Documents.

(D) If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

(E) If higher limits or other forms of insurance are required by the Owner, Contractor will comply with such requirement. Each requirement for carrying insurance hereunder is cumulative and shall not be in derogation of other provisions of this Agreement.

The coverage of any insurance policy required hereunder or actually carried by Contractor shall not limit the extent of Contractor's liability under the indemnity provisions of this Agreement; nor shall the indemnity provisions limit the scope of these insurance requirements.

2. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, its partners, and their trustees, officers, directors, agents and employees (collectively, "Owner Parties") from and against all causes of action, claims, damages, demands, costs, expenses and liabilities, including, but not limited to, claims for nuisance, attorneys' and experts' fees and expenses, (collectively, the "Claims") arising out of, from, or in any way related to the performance of (or failure to perform) the Work or any act or omission of Contractor or its subcontractors, agents or employees, including, but not limited to, any Claim based on negligence (whether by act or omission) or willful misconduct of Contractor, its subcontractors or the respective agents and employees of each, strict liability or breach of a statutory duty, Contractor's failure to pay wages, fringe benefits, taxes and other expenses related to employees of Contractor, and Contractor's failure to comply with any of the terms of this Agreement. The indemnification contained herein shall survive the termination of this Agreement.

Please send Certificates of Insurance to the Certificate Holder:

**621 Capitol Mall, LLC
c/o David S. Taylor Interests, Inc.
621 Capitol Mall
Sacramento, CA 95814**