



FORM C
VENDOR INSURANCE REQUIREMENTS

ADDITIONAL INSURED INFORMATION:

Hertz Milwaukee 100 East Wisconsin, LLC and Hertz Investment Group, LLC and their respective employees and agents, members, managers, officers and owners (and their beneficiaries, if any) are additional insured, jointly and/or severally, regarding any coverage afforded by the policy with respect to services and/or materials performed, furnished or supplied on, for or to such properties.

A. VENDORS / CONTRACTORS / SUBCONTRACTORS LIABILITY

- 1) All Vendor, Contractors and Subcontractors should ensure that all projects and all of its participants are fully insured:
 - i. Vendor/Contractor Limits (General Liability)
 1. \$1 million per occurrence Bodily Injury and Property Damage
 2. \$1 million Personal Injury / Advertising Injury
 3. \$2 million General Aggregate
 4. \$2 million Products and Completed Operations Aggregate
 5. \$100,000 Fire Legal Liability
 6. \$10,000 Medical Payments
- 2) Deductible or Self Insured Retention not greater than \$5,000
- 3) Occurrence based ISO Form CG 00 01 (2001 edition or newer). Claims made and/or modified occurrence forms are not acceptable.
- 4) Additional Insured Endorsement: Vendor must have **Hertz Investment Group, LLC and Hertz Milwaukee 100 East Wisconsin, LLC** added to the policy by endorsement form CG 2010 1185 or its equivalent acceptable form. A certificate of insurance can be used to so note the additional insured interest. However, the actual endorsement should be provided as soon as it becomes available. Wording should be as follows:

Hertz Investment Group, LLC and Hertz Milwaukee 100 East Wisconsin, LLC, and its employees and agents, and owners (and their beneficiaries, if any) of properties managed by Hertz Investment Group, LLC, are Additional Insured jointly and/or severally regarding any coverage afforded by this policy with respect to services and/or materials performed, furnished or supplied on, for or to such properties. This insurance shall be primary with respect to any other insurance available to such additional insured, and shall be endorsed in a manner that will prohibit the contractor's insurers from seeking contribution from such insurance of the additional insured.



- 5) Vendors Coverage should be primary and Non-Contributing to insurance provided by Hertz.
- 6) Vendor's policy must contain a waiver subrogation clause in favor of Hertz.
- 7) Vendor's policy must provide severability of interest and may not contain "insured versus additional insured" exclusions.
- 8) Bonding
 - i. Contractors may be required to submit payment and performance bonds covering the faithful performance of the agreement or subsequent Additional Services Agreements and payment of all obligations arising there under, in such from and with such sureties as are satisfactory to Hertz.
 - ii. Employee bonding for all of their employees in the amount of \$50,000 per employee.

B. UMBRELLA/EXCESS LIABILITY INSURANCE

Depending upon the size and occupancy of the location in question, additional limits of liability should be required and provided by the vendor. At a minimum, coverage should include:

- 1) \$2 million per occurrence and in the annual aggregate or such other amount (depending upon services provided)
- 2) Coverage must be as broad as the primary and meet the same requirements as noted in Section A. 3), 4), 5), 6) and 7) above.
- 3) Additional Insured Endorsement: Vendor must provide the correct additional insured endorsement for all excess policies as required under Section A. 4) above.
- 4) Note that a Limit of \$4 million per occurrence and in the annual aggregate must be obtained from the following vendors:
 - A. Sprinkler Services
 - B. Asbestos Removal Services
 - C. Environmental Services
- 5) Vendor's policy must contain a waiver subrogation clause in favor of Hertz.
- 6) Vendor's policy must provide severability of interest and may not contain "insured versus insured" exclusions.

C. PROPERTY INSURANCE

- 1) Vendor should show evidence of coverage for owned mobile equipment, tools and equipment while on premises, including theft coverage.

D. WORKERS' COMPENSATION

- 1) Vendors must maintain Workers' Compensation coverage as required by law subject to statutory limits. Employers Liability should be provided at limits not less than (1) \$500,000 each accident or injury, \$500,000 each employee/disease and \$500,000 disease/policy limit, or (2) current limit carried, whichever is greater.
- 2) Coverage should include a waiver of subrogation in favor of Hertz.



E. AUTOMOBILE LIABILITY COVERAGE

- 1) Vendor must maintain Automobile Liability including Bodily Injury and Property Damage liability at limits not less than \$1 million combined single limit.
- 2) Non-owned and Hired coverage should be included.
- 3) If applicable, coverage should also be included under the Umbrella excess policy, depending upon the size and nature of the risk/exposure.

F. NOTICE OF CANCELLATION

- 1) Hertz must receive notice of any changes to or cancellation of Vendor's coverage at least 30 prior notice of cancellation with 10 days for non-payment of premium. All certificates must be revised so that the following language is stricken out in the notice of cancellation provision of the certificate of insurance:
 - i. "Endeavor to" and "but failure to do so shall impose no obligation or liability of any kind to the company, its agents or representatives".

G. INSURANCE CARRIERS

- 1) All carriers used by the Vendor must be licensed in the state in which the property is located. Insurance carriers must have a financial rating of "A-" or better as defined by the most recent AM Best's rating. The financial size of the carrier must be "X" or better as defined by the most recent AM Best's rating.
- 2) Vendor may use admitted or non-admitted insurance carriers as long as the insurance carrier is a licensed carrier in the state in which the property is located and that the insurance carriers meets the financial security as defined above.

H. INSURANCE TERMS

Contractor shall file with Hertz a valid/original "Certificate of Insurance" on the standard ACORD form evidencing that all required insurance is in full force and effect. Contractor shall maintain current and valid Certificates of Insurance which shall be kept on file with Hertz at all times during the term hereof and during the performance of the Work pursuant to the Agreement. Hertz will not process any invoices or applications for payment submitted by Contractor for Work performed under this Agreement or subsequent Additional Services Agreements unless Hertz has a valid/original Certificate of Insurance on file for Contractor and all of its subcontractors. Contractor shall not make any changes in or allow the required insurance coverage to lapse without first obtaining Hertz's prior written approval.

Certificates of Insurance for this property must specify the location of operations, certificate holder and additional insureds exactly as stated above.

Certificates must be received prior to any scheduled work at these locations.

Please send certificate to:

Catina Vaughn

Hertz Milwaukee 100 East, LLC 100 East Wisconsin Avenue, Suite 1000

Milwaukee, WI 53202 414-289-9030 414-289-0372 FAX

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