

180 North LaSalle Vendor Insurance Requirements

- 1.01 **Insurance:** Commencing with performance of Contractor's services hereunder and continuing during the term of this Agreement, Contractor shall provide insurance policies and maintain said policies in full force and effect. Said policies are to be of the following types and amounts:
- A. Worker's Compensation Insurance in compliance with statutory requirements of the state(s) in which the services are being performed and shall apply to all persons employed by Contractor;
 - B. Employer's Liability Insurance in the minimum amount of \$1,000,000.00;
 - C. Comprehensive General Liability Insurance on a per occurrence form and on a primary coverage basis covering claims for personal injury, bodily injury, death or property damage occurring upon, or arising in or about the property including coverage for premises operations, products completed operations and broad form contractual coverage in the minimum amount of \$1,000,000.00 per occurrence \$2,000,000 aggregate per project/location;
 - D. Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder;
 - E. In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence;
 - F. In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit; and
 - G. Umbrella/Excess Liability Insurance on a follow form basis in the minimum amount of \$3,000,000 combined single limit covering both Bodily Injury and Property Damage.

All such insurance shall be issued by Companies satisfactory to Owner and in all cases rated at least A - VIII or better in "Best's Insurance Guide". All of such policies shall be on an "occurrence basis" and **Jones Lang LaSalle Americas (Illinois), LP, BCSP 180 North LaSalle Property LLC, BCSP VI Property Management LLC ("BCSP Agent"), Beacon Capital Strategic Partners VI, L.P., BCSP VI U.S. Investments, L.P. and BCSP REIT VI, Inc. (collectively, "Additional Insured Parties") shall be named as additional insureds under Contractor's General Liability, Automobile Liability and Excess Liability insurance policies.** Certificates in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to JLL simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates shall be delivered by Contractor to JLL evidencing the renewal of such insurance, together with evidence satisfactory to JLL of the payment of the premium. All

certificates of insurance must contain a definite provision that if the policies of insurance evidence by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to JLL and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance and on all other forms of property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against JLL and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from JLL or Owner for any loss or damage to property of the type covered by such insurance.

Contractor's Comprehensive General Liability Insurance shall be primary, and any such insurance maintained by any Additional Insured Parties shall be secondary and non-contributory and excess over the Comprehensive General Liability Insurance to be maintained by Contractor hereunder. Contractor agrees that the provisions set forth in this Paragraph 3.08 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

Certificate Holder:

**BCSP 180 North LaSalle Property LLC
180 N. LaSalle St., Suite 1920
Chicago, IL 60601**

Please submit current COI to 180nlasalle@am.jll.com. Contact with questions via email or phone at (312) 827-7800.