

MetroWest Vendor Insurance Requirements

Vendor, at its sole cost and expense, shall at all times during the term of the Agreement, carry and maintain the following insurance coverage with insurance companies authorized to do business within the State of Illinois, with a minimum A.M. Best rating of A- IX. Before commencing work, Vendor shall furnish Owner with certificate(s) of said insurance policy or policies and shall assume responsibility for placement and renewal of all such policies.

- (a) Commercial general liability insurance, on an occurrence form, adequate to protect the interest of the parties hereto, which shall name Owner and Manager as additional insureds; shall waive all rights of subrogation against Owner and Manager; and shall be the primary liability insurance, and not excess over any liability policy carried by Owner or Manager, for all claims or liabilities arising from, or incidental to this Agreement. General liability risks and key exposures to be covered shall include, but not be limited to, the Property and Vendor's operations in connection with the Property, blanket contractual, personal injury, and completed operations. The limits of each policy shall not be less than \$1,000,000 per occurrence Combined Single Limit; \$3,000,000 aggregate for bodily injury, personal injury and property damage;
- (b) Property Insurance coverage for tools and equipment brought onto and/or used on the Property by the Vendor-an amount equal to the replacement costs of such tools.
- (c) Automobile liability insurance, including bodily injury and property damage combined; in an amount not less than \$1,000,000 each occurrence; which shall name the Owner and Manager as additional insureds as to the liabilities arising from the actions of the Vendor, or its agents, employees or subcontractors; and shall be primary and not excess over any liability policy carried by Owner or Manager;
- (d) Workers' Compensation insurance in full compliance with all applicable state and federal laws and regulations covering all employees of Vendor. Coverage shall include employer's liability insurance in an amount of not less than \$1,000,000 each accident; \$1,000,000 disease, policy limit; \$1,000,000 disease, per employee. Such policy shall contain a waiver of subrogation as to the Owner and Manager;
- (e) Umbrella liability insurance written on an occurrence form; providing coverage in an amount of not less than \$5,000,000 (Such insurance shall be in excess of all liability coverages required herein; and shall name the Owner and Manager as additional insureds, and shall waive all rights of subrogation against Owner and Manager.
- (f) All liability insurance maintained by Vendor shall be primary, and not excess, over any liability insurance maintained by Owner or Manager.

- (g) To the extent that the Vendor employs, utilizes or contracts with subcontractors and/or independent contractors for some or all of the services to be provided hereunder and pursuant to the Agreement, the Vendor shall require such subcontractors and/or independent contractors to comply with the same insurance requirements.
- (h) All insurance policies shall be issued by companies in forms satisfactory to Owner and Manager and shall expressly provide that the insurance company or companies shall notify Owner and Manager in writing at least thirty (30) days prior to any alteration or cancellation thereof. Vendor will forthwith provide Owner and Manager with current certificates of such insurance upon issuance.

Additional Insured are as follows:

**Equus Investment Partnership X LP
IPX MetroWest Investors, LLC
Citizens Bank of Pennsylvania and
Transwestern Commercial Services of Illinois d/b/a Transwestern, as Agent for
Owner**

Certificate Holder:

**IPX MetroWest Investors, LLC
c/o Transwestern, as Agent for Owner
55 Shuman Boulevard, Suite 190
Naperville, IL 60563**