



88 Kearny Street, Suite 1350
San Francisco, CA 94108

VENDOR/CONTRACTOR INSURANCE REQUIREMENTS

Prior to performing any work at 88 Kearny Street, Vendor shall furnish to Owner, care of the Property Manager, a Certificate of Insurance and Endorsement page completed by a duly authorized representative of their insurer certifying that the required minimum insurance coverages are in effect. The minimum insurance levels for each category of coverage are as follows:

1. Comprehensive General Liability Insurance with limits of not less than \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal & Advertising Injury; and broad form property damage coverage. Self-insured retention or deductible, including costs of defense, shall not exceed \$10,000.

If any coverage provided in any policy is subject to a general aggregate limit of liability, such general aggregate limit shall apply on a **“per project”** basis.

2. Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of on-site work.
3. Excess Liability Insurance in the minimum of amount \$3,000,000 per occurrence/aggregate.
4. Worker’s Compensation Insurance as required by the State of California. And Employer’s Liability Insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.
5. All insurance must be written on an *occurrence basis* only.
6. **Certificates of Insurance are to name Additional Insured on the face of the Certificate in the following manner:**

Teachers Insurance and Annuity Association of America (TIAA) and TH Real Estate and Jones Lang LaSalle Americas, Inc.

We DO NOT accept blanket endorsements. The acceptable Additional Insured Endorsements are Endorsement CG 20 37 07 04 or CG 20 10 10 93 and the form shall read:

Jones Lang LaSalle Americas, Inc., as agent for and including Teachers Insurance and Annuity Association of America (TIAA) and TH Real Estate, are named as additional insured for all work performed by (your firm’s name goes in this space) at 88 Kearny Street, San Francisco, CA.

7. General Liability, Automobile Liability and Umbrella policies shall provide that such insurance is *primary* to any liability insurance carried by the Additional Insured and provide a severability of interests clause.
8. **Waiver of Subrogation:** All insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Additional Insured and any other party specified by Owner at any time or from time to time in connection with any matter covered by such policy.
9. The "cancellation notice" time period must be 30 days, not the customary 10 days, and the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted.

10. **The Certificate Holder shall read:**

Teachers Insurance and Annuity Association of America (TIAA)
c/o Jones Lang LaSalle Americas, Inc.
88 Kearny Street, Suite 1350
San Francisco, CA 94108

11. All policies of insurance shall be carried by insurers which are authorized to do business in the state of California and which are rated in the most recent edition of AM Best's Guide not lower than A-VII (except worker's compensation coverage with California State Compensation Fund.)
12. Vendor shall furnish the Property Manager a Certificate of Insurance together with all necessary endorsement and waiver forms for review and approval before work commences. Alternatively, the Vendor's insurer may provide complete, certified copies of all required insurance policies, including all necessary endorsement and waiver forms effecting the coverage required by these specifications.

This "insurance notice" is provided as a courtesy to facilitate the issuance of Certificates of Insurance. While 88 Kearny Street makes every effort to assist tenants and vendors, it is ultimately the responsibility of the tenants and vendors to provide the required proof of coverage prior to beginning any work at the Property.