

CITYLINE SUNNYVALE

JPMIMI Vendor Insurance Requirements

	Low	Medium	High
WC	Statutory	Statutory	Statutory
Employer’s Liability	\$1M	\$1M	\$1M
Commercial General Liability (per occurrence and aggregate)	\$2M	\$5M	\$10M
Business Auto Coverage (each accident)	\$1M	\$2M	\$2M
Professional Liability (each claim and aggregate), if applicable	\$2M	\$2M	\$2M
Crime Insurance (see comments)	If applicable, the limit will be based on the amount of cash, money, securities or other valuable property that the vendor and/or their employees, agents, etc., have access to at any given time.		

Low	Medium	High
Carpet and Flooring	Maintenance	Plumbers
Painting	Security	Any work involving scaffolding
Exterminators	Snow Removal	Electricians*
Glass Installation	Parking Garage Operators	Escalator/Elevator Vendors
Display Sign	Porter	
Landscaper	Cleaning Services	
Drone Operators	Telephone/Media/Cable/Internet providers (ongoing engagement)	
Event/Party vendors**		
Fuel Oil		
LEED Certification Vendors*		
Telephone/Media/Cable/Internet providers (one time engagement)		
Listing Agent		
Legal/Accounting/Architecture/Engineering Services*		

*Requires Professional liability

**If alcohol is served, coverage for liquor liability must be maintained in an amount not less than \$1M.

Note – Please see separate insurance requirements for any construction work.

Vendor and if applicable, vendor’s subcontractor, shall at all times and at Vendor’s own expense, maintain in full force and effect the following insurance policies and minimum limits:

Commercial General Liability Insurance. Coverage shall include products-completed operations, property damage, bodily injury, contractual liability and personal/advertising injury on a per location basis.

Commercial Auto Liability Insurance. Coverage shall include all owned, non-owned and hired vehicles used in carrying on its business against claims for bodily injury (including death) and property damage or the use thereof.

Crime Insurance / Fidelity Bond. Coverage shall be included for each director, officer, employee or agent of Vendor associated with this agreement. The policy will include third party coverage, covering: dishonesty of employees, loss of money and securities inside the premises, being transported by messenger, or loss outside of the premises due to dishonesty, disappearance, or destruction; acceptance of counterfeit currency; depositor/check forgery; computer crime and fraudulent funds transfer.

Worker's Compensation Insurance and Employer's Liability Insurance. Worker's compensation insurance subject to the statutory limits required by the state in which the Premises are located, including provisions for voluntary benefits as required in labor agreements, if applicable (or such larger amount if required by local statute). Employers' Liability insurance in an amount not less than \$1,000,000 per accident, \$1,000,000 per disease per employee, and \$1,000,000 for disease aggregate

Professional Liability Insurance. (If applicable) The policy shall include an option to purchase an extended reporting period provision, clause or endorsement, for up to 24 months or the vendor agrees to maintain the policy for 2 years following the expiration of this agreement.

Excess/Umbrella Policy. If the required, employers, general and auto liability policy limits are achieved with the use of an excess/umbrella policy, each underlying policy will be specifically scheduled to the excess/umbrella policy. The excess umbrella policy will provide coverage on a follow form basis for each underlying policy and shall not be more restrictive than underlying policies.

Terms and Conditions.

All policies maintained by Vendor and Vendor's Subcontractors:

Certificates of Insurance: Prior to the execution of this agreement and before any of vendor's employees agents access the premises or begin work Vendor shall provide Owner and Owner's Property Manager with acceptable certificates of insurance, and if necessary to confirm compliance, specific endorsements, evidencing all policies and limits required in this section are being maintained. Renewal certificates will be delivered to Owner and Owner's Property Manager at least fifteen (15) days prior to the expiration of current policies.

SPECIFIC ENDORSEMENTS REQUIRED

- **SEPARATE ATTACHED ADDITIONAL INSURED ENDORSEMENT** – “Hard Copy” must be attached to certificate naming the following Additional Insurers *as respects to General Liability* for the *specific premises*.

* **Description:** 100, 150, 190 Mathilda Pl, Sunnyvale, CA 94086

* **Certificate Holder:** SPF Mathilda, LLC (legal entity)
c/o Lincoln Property Company
100 Mathilda Pl, Suite 150
Sunnyvale, CA 94086

* **Additional Insured:** SPF Mathilda, LLC
Lincoln Property Company
J.P. Morgan Investment Management Inc.

- **PRIMARY WORDING ENDORSEMENT** – Stating **Additional Insured insurance is non-contributing with any other insurance** OR the following statement may be provided on the Additional Insured endorsement:

*It is further agreed that such insurance as is afforded by this policy, for the benefit of the additional insureds shown above shall be **primary** insurance, but only as respects to any claims, loss or liability arising out of the named insureds operations, and any insurance maintained by the additional insureds shall be **non-contributing**.*

**If primary and non-contributing is included within the policy, we will need a copy of that clause.

- **30 DAY NOTICE OF CANCELLATION** - Remove or cross out the “*endeavor to but failure to mail*” wording from certificate. Shall ensure that no cancellation or non-renewal of the policy will occur without at least thirty (30) days prior written notice to the additional insureds required in this agreement (or ten (10) days if due to non-payment). If the vendor's insurance company will not comply with this requirement, then the onus of advising additional insureds shall fall to the Vendor to provide the 30 days prior written notice.

➤ **WAIVER OF SUBROGATION ENDORSEMENT** – on General Liability

➤ **WAIVER OF SUBROGATION ENDORSEMENT**- on Workers Compensation

Please note: Listing the Primary Wording Clause and the Waiver of Subrogation on the Certificate of Insurance under Description of operations / Locations / Vehicles / Special Items is not acceptable to our requirements because the Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. Therefore, we will need actual endorsements to validate coverage.

**The policy number should be reflected on the endorsement form & the endorsement form number should be located under the description of operations.*

****Please EMAIL certificates and endorsements to cling@riverrockreg.com and jhuerta@riverrockreg.com ****