

## VENDOR INSURANCE REQUIREMENTS

The insurance shall at all times be subject to the Manager's approval. Such insurance will be carried with an insurance company with a Best Key Rating of A- VIII or better and licensed to do business in the state where the contract work is done.

**Commercial General Liability** insurance - Written on ISO Form CG 00 01 with minimum limits of **\$2,000,000 per occurrence** for bodily injury and Property damage liability, **\$2,000,000** for personal injury and advertising injury liability, and **\$2,000,000** for products and completed operations liability, which policy shall include blanket contractual liability coverage

**Professional Liability** insurance - covering errors and omissions of employees, with limits of not less than **\$2,000,000**.

**Standard Workers' Compensation and Employer's Liability** insurance - covering all employees in accordance with state law

**Non-owned or Hired Automobile Liability Insurance** with bodily injury limits of not less than **\$1,000,000 per person** and **\$2,000,000 per accident** and Property damage limits of not less than **\$250,000 per event**.

**Employment Practices Liability Insurance** with limits of not less than **\$1,000,000**.

**Additional Insureds** shall be listed as:

Endeavor Real Estate Group, Ltd.  
International Bank of Commerce, Laredo, Texas

**Certificate Holder** shall be listed as:

Endeavor Real Estate Group, Ltd.  
500 W. 5<sup>th</sup> Street  
Austin, Texas 78701

Contractor also understands and agrees that the insurance policies specified above in shall be endorsed, at Contractor's sole expense, to name Manager and Owner as additional insureds. The additional insured endorsement adding Manager and Owner to said insurance policies shall provide coverage for Manager's and Owner's liability arising from the negligent acts or omissions or intentional misconduct of the Contractor or its subcontractors, but will not extend to that portion of any claim, loss or injury arising from Manager's and Owner's sole independent negligent acts or omissions or intentional misconduct, with the following exception: insurance coverage will extend to Manager and Owner when any claim, loss or injury arises out of or relates to Manager's and Owner's alleged negligent hiring, retention or supervision of Contractor or Contractor's subcontractors. Contractor shall provide Manager with original Certificates of Insurance evidencing such insurance and proof of payment of premiums prior to the commencement of work under this Contract. Contractor is responsible for maintaining Certificates of Insurance for all of its subcontractors. Contractor's Subcontractors shall maintain insurance with the same limits as Contractor. **All insurance policies and Certificates of Insurance must note that the Manager and Owner will be given thirty (30) days notice via U.S. Mail of any policy changes, cancellations, or reduction of insurance policy limits.** In the event any insurance policy expires during the term of this contract, it shall be automatically renewed and a new Certificate of Liability Insurance must be sent to Manager. Manager and Owner may withhold payment under this contract in the absence of having a valid, current Certificate of Insurance.