

FOXWOOD CONDOMINIUM I, II, & III

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor's and Subcontractor's Required Insurance

All contractors, subcontractors, service providers and vendors who perform work on the Property shall at their own expense maintain insurance indicated below:

- (1) Workers' Compensation – coverage as required by Statute; if work is to be conducted in and around water contractor will be required to carry Jones act coverage or U.S. Longshore and Harbor Workers.
- (2) Employer's Liability with limits of at least \$1,000,000 each accident; \$1,000,000 disease-policy limit; \$1,000,000 disease – each employee.
- (3) Automobile Liability with limits of at least \$1,000,000 combined single limit covering losses due to the insured liability for bodily injury or property damage for owned/non-owned/hired automobiles;
 - a. Commercial General Liability: Policies of commercial general liability insurance on an occurrence basis against claim for bodily injury and property damage with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per project (or limits as set forth in Exhibit below) with no deductible or self-insured retention greater than \$25,000 unless agreed in writing by Owner. Modified occurrence and claims made policies are not allowed. Owner, its Managing Member, Members, Officers, Directors, mortgagees, Property Managers and each of their respective officers, directors, shareholders, members, partners, agents, employees, successors and assigns shall be an additional insured. Such additional insured coverage shall be provided on ISO form CG 2010 11/85 or CG 2033 and CG 2037 or their equivalent for ongoing operations and products completed operations coverage for post completion. Additional Insured coverage shall not be limited as to the degree of negligence such as to Contractors sole negligence or the Additional Insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the additional Insureds. The Contractors liability policy shall provide cover for premises, operations, products and completed operations, personal and advertising injury, fire damage legal liability, cross-liability or severability of interests and contractual liability also known as broad form contractual liability for the assumption of tort liability in business contracts.

Such liability coverage shall not have any kind of exclusion related to residential, multifamily or multi-unit construction. Liability insurance for Contractors who work in, on or around foundations such as grading, concrete, paving, plumbing or electrical shall not have exclusions for soils subsidence, earth movement of any kind, no matter the cause. Liability insurance for Contractors who work on building shell that involves Exterior Insulation Finishing Systems (EIFS) shall not exclude EIFS. Contractors who work on roofing pointing or other similar height exposures will not have policy forms that restrict or exclude height related work. Liability insurance shall not exclude damage to contractor's work arising from or caused by work performed by subcontractors.

- (4) Excess or Umbrella Liability Coverages excess of and following form of coverage (2), (3) and (4) above and according to the limits set forth in the Exhibit below; If contractor purchases higher than the minimum limit required the additional Insureds will be protected to the full limits purchased.
- (5) Transit and Contractor Equipment Coverage as needed for the specific job.