

INSURANCE REQUIREMENTS FOR ALL VENDOR SERVICES

INSURANCE REQUIREMENTS

At his sole expense, the Vendor shall carry and maintain throughout the term of the contract, the insurance described below. The policies described below shall be primary to any coverage carried by the Owner. Except for Workers' Compensations, the policies shall name *Fulcrum 250 East, LLC; Fulcrum Operating Company LLC; FIC 250 LLC; Millbrook Properties Wisconsin, LLC; Millbrook Milwaukee, LLC and their affiliated Companies and Trust are included as additional insureds with respect to the General Liability and work performed by the named insured as required by written contract.* Policies must be with carriers licensed to do business where the contract work is done. The form of the insurance shall at all times be subject to Millbrook Properties Wisconsin, LLC, et. al., reasonable approval and the carrier or carriers must be good and responsible insurance companies. The all risk and liability policies must each contain a provision by which the Insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Millbrook Properties Wisconsin, LLC, et. al.

Before start of work, Vendor shall submit to Millbrook Properties Wisconsin, LLC, et. al., a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of this contract, it is to be automatically renewed and a new Certificate of Insurance shall be sent immediately to Millbrook Properties Wisconsin, LLC, et. al.

These policies shall contain provisions or endorsements waiving the right of subrogation of their insurance companies against Millbrook Properties Wisconsin, LLC, et. al, and their agents and employees.

Workers' Compensation - Statutory Limits

<u>Employer's Liability</u>	\$500,000 each accident
	\$500,000 policy limit – disease
	\$500,000 disease – each employee

General Liability

This shall include all major divisions of coverage and be on a Commercial Occurrence Form. It shall include premises operations, products and completed operations, contractual, personal injury, advertising injury and Owner's & Vendor's protective and broad form property damage.

Primary	\$1,000,000 each occurrence – BI and PD
	\$2,000,000 general aggregate per location
	\$1,000,000 Aggregate Product – completed operation operations.
	\$1,000,000 personal injury and adv. Injury
	\$5,000 medical expense

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$1,000,000. It shall include all automobiles owned, leased, hired or non-owned.

Excess/ Umbrella: Limit \$5,000,000

Excess liability policies must follow form with primary liability policies.

Equipment Insurance

This shall be a Vendor's equipment floater, or similar form, and shall be an all risk basis, valued form providing replacement cost coverage for all equipment, tools, supplies, machinery and all other such personal property at any time brought in, or about, the Building. Coverage shall protect against theft. The insurance shall contain a provision or endorsement waiving the Insurer's right of subrogation against the Owner and Agent and their agents and employees.

Fidelity Bond

If performance of the contract requires Vendor's employees to work in occupied tenant space, Vendor must carry a third-party liability bond or a fidelity bond extended to third parties. Limits must be at least \$100,000.

Mail Certificates to:	Millbrook Properties Wisconsin, LLC. Attn: Property Management 250 E Wisconsin Ave, Suite 1650 Milwaukee, WI 53202	Email Certificates to: dschumacher@millbrookrec.com
-----------------------	---	--