

## INSURANCE REQUIREMENTS

*(Note: All sub-contractors are also responsible for the requirements outlined below.)*

- I. The Contractor shall provide the following minimum insurance coverage:
- A. **Commercial General Liability:**  
Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location. Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
  - B. **Workers' Compensation:**  
Statutory Limits
  - C. **Employer's Liability:**  
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
  - D. **Commercial Automobile Liability:**  
Combined Single Limit - \$1,000,000 per accident. Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
  - E. **Umbrella/Excess Liability:**  
Coverage that provides excess coverage for Commercial General Liability, Employer's Liability and Auto Liability with limits not less than \$5,000,000.
  - F. **Property Insurance:**  
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on the Property by the Contractor.
- II. Policies described in Sections I.A. and I.D. above shall include the following **as additional insured**, including their officers, directors, employees, shareholders, partners, joint venturers, affiliates, successors, and assigns. Please note that the spelling of these parties must be exactly correct or the Services will not be allowed to commence.
- 1. **Lexington Medical Properties, LLC**
  - 2. **MB Real Estate Services, Inc.**
- III. Contractor waives any and all rights of subrogation against the parties identified above in Paragraph II above as additional insureds.
- IV. All policies will be written by companies licensed to do business in the State of Ohio and which have a rating by Best's Key Rating Guide not less than "A-/XII".
- V. Contractor shall furnish to the Owner or Agent Certificates of Insurance evidencing the above coverage. Original Certificate(s) of Insurance must be provided before Contractor commences Services or Services will not be allowed to commence. **MB Real Estate Services, Inc.** shall be the certificate holder. At Agent's or Owner's request, Contractor shall promptly deliver copies of any insurance policies required to be maintained by Contractor under this Agreement.
- VI. Certificates of Insurance required under this Agreement shall contain the following words verbatim:
- "It is agreed that this insurance will not be canceled, not renewed or the limits of coverage in any way reduced without at least thirty (30) day's advance written notice ten (10) days for non-payment of premium) sent by certified mail, return receipt requested to:

MB Real Estate Services, Inc.  
181 West Madison – Suite 4700  
Chicago, Illinois 60602  
Attn: Rebecca Flynn ([rflynn@mbres.com](mailto:rflynn@mbres.com))