III.B. INSURANCE REQUIREMENTS – OUTSIDE PARTIES

- 1. Commercial General Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including Personal Injury, Products and Completed Operations, and Contractual Liability (specifying coverage of contract indemnification provisions).
- 2. Umbrella/Excess Liability with minimum limits of \$5,000,000 per occurrence and in the aggregate.
- 3. Workers' Compensation as required by applicable State law and Employer's Liability with minimal limits of \$500,000 per person/\$500,000 per accident.
- 4. Commercial Auto Liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 combined single limit
- 5. All Liability insurance must include Acabay Atrium Two L.P. as an additional insured, and an endorsement that all insurance is primary and non-contributory with any insurance carried by Acabay Atrium Two L.P.
- 6. Policies must guarantee 30 days prior notice to Acabay Atrium Two L.P. regarding any cancellation, non-renewal, or reduction in coverage.
- 7. The contract must contain indemnification and hold harmless provisions in favor of Acabay Atrium Two L.P.
- 8. Relevant insurance policies must recognize the hold-harmless agreement and certificates should indicate coverage for such.
- 9. Policies that name Acabay Atrium Two L.P. as an additional insured must contain and endorsement to the effect that no act or omission of the named insured will prejudice any interest of Acabay Atrium Two L.P.
- 10. Insurance must by with companies that have an A.M. Best rating of A: IX or better.