

## CONTRACTORS INSURANCE REQUIREMENTS

All contractors must sign a form substantially similar to the following:

Contractor and its subcontractors shall not commence work until it has obtained all insurance referred to herein and provided proof as set forth below and has been approved by ESRT MerrittView, L.L.C. (hereinafter referred to as "Owner").

Contractor and its subcontractors shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the agreement:

- (1) Property Insurance upon all tools, material and equipment (owned, borrowed or leased by the contractor or their employees) to the full replacement value thereof during the full term of this contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Contractors agree to waive its right of subrogation against Owner. Failure of the contractor to secure and maintain adequate coverage shall not obligate the Owner or its agents or employees for any losses.
- (2) Workers Compensation affording coverage under the Workers Compensation laws of the State of Connecticut and Employers Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- (3) Commercial General Liability Insurance with limits of \$1,000,000 performance occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal & Advertising Injury, \$1,000,000 aggregate Products and Completed Operations Liability and \$2,000,000 General (per project) Aggregate. The policy shall be written on an occurrence basis with no deductible.

The policy shall not contain exclusions relating to:

- (a) contractual liability;
- (b) independent contractors;
- (c) gravity related injuries; or
- (d) injuries sustained by employee of an insured or any insured.

Policy shall be endorsed to name Empire State Realty OP, L.P., Empire State Realty Trust, Inc., ESRT MerrittView, L.L.C., ESRT Management, L.L.C. as "additional insured." Definition of Additional Insured shall include all Officers, Directors and Employees of the named entity. Further, coverage for the "additional insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

Completed Operations coverage shall remain in force for three (3) years after completion of the work, including Owner as an additional insured.

- (4) Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles.
- (5) Umbrella Liability Insurance for the total limit purchased by Contractor but not less than a \$5,000,000 limit providing excess coverage over all limits and coverages noted in paragraph 2, 3, and 4 above. This policy shall be written on an "occurrence" basis.

All policies (except automobile) shall allow for a Waiver of Subrogation in favor of Owner.

All policies noted in above shall be written with insurance companies licensed to do business in the State of Connecticut and rated no lower than A-8 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

#### (6) EVIDENCE (NOTICES) OF COMPLIANCE

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Owner shall receive thirty (30) days prior written notice thereof.

Contractor shall furnish Owner with Certificates of Insurance no later than (5) days prior to commencement of work and upon Owners request, complete copies of all policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.

All Certificates or policy termination notices should be delivered to:

Empire State Realty Trust  
300 First Stamford Place  
Suite 220  
Stamford, CT 06902

**FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS NOTED ABOVE WILL RESULT IN A BREACH OF THIS CONTRACT BY THE CONTRACTOR.**

#### (7) INDEMNIFICATION/HOLD HARMLESS

The contractor shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify and hold Owner, its partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss, (including attorneys' fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error or omission or breach of contract, in connection with the operations of the contractor or its subcontractors. The foregoing indemnity shall include injury or death of any employee of the contractor or subcontractor and shall not be limited in any way by an

amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts.

Agreed to: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*Note that item (7) is necessary only if the contract does not include an indemnification provision.**