

# **ZELIA, LLC / BENSON TOWER**

## **INSURANCE REQUIREMENT AGREEMENT FOR COMMERCIAL SUBCONTRACTOR/VENDORS**

\_\_\_\_\_, referred to herein as  
“Subcontractor/Vendor” agrees to provide the following work, services or products to  
Zelia, LLC and/or Corporate Realty, Inc. and/or affiliated companies.

All work authorized to be performed on Zelia, LLC's property via a separate purchase  
order, sales agreement, service agreement, or contract.

---

In consideration of such agreement, Subcontractor/Vendor shall maintain at its cost, insurance policies and extensions with insurance companies satisfactory to **Zelia, LLC and Corporate Realty, Inc.** Subcontractor/Vendor must provide and maintain a current Certificate of Insurance which evidences the required insurance coverages described below.

1. **Workers’ Compensation Insurance**, to meet the applicable State or Federal requirements and Employers Liability Insurance with limits of not less than \$500,000.
2. **Commercial General Liability Insurance/Umbrella**, with limits of liability for Personal Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence \$2,000,000 aggregate and should include excess liability limits of not less than \$2,000,000 each occurrence. Both the primary general liability policy and the excess policy should include:
  - A. Products and Completed Operations
  - B. Contractual Liability assumed by the Subcontractor/Vendor under the work order or purchase order agreement.
3. **Commercial Automobile Liability Insurance**, including Owned, Non-Owned and Hired Vehicle Coverage with limits of liability for Bodily Injury and Property Damage of not less than \$1,000,000 Combined single limit each occurrence.
4. **Waiver of Subrogation/Notice of Cancellation**. All policies shall contain a Waiver of Subrogation in favor of Zelia, LLC and Corporate Realty, Inc. All policies will contain a thirty (30) day notice of cancellation in favor of Zelia, LLC and Corporate Realty, Inc.

## **Zelia, LLC / Benson Tower**

INSURANCE REQUIREMENT AGREEMENT FOR  
COMMERCIAL SUBCONTRACTOR/VENDORS

Page 2

5. **Additional Insured.** All policies, except 1, above, shall be endorsed to show Zelia, LLC and Corporate Realty, Inc as an additional insured. The general liability policy additional insured endorsement will include products and completed operations coverage.
6. **Primary Insurance.** By acceptance of the terms of this work order/purchase order, all above insurance policies shall be deemed to be primary and noncontributory to any carried by *Zelia, LLC and Corporate Realty, Inc.*
7. **Indemnity/Hold Harmless.** Subcontractor/Vendor shall release, indemnify, defend and hold harmless Zelia, LLC and Corporate Realty, Inc. and any affiliated or related entities, officers, employees or agents from any and all claims, liabilities, damages, demands, judgments, costs or expenses (including attorneys' fees and expert witness fees) of any kind or nature which Subcontractor/Vendor, an employee of Subcontractor/Vendor or any other third party may have which arise directly or indirectly under any theory of law from Subcontractor/Vendor's performance of the services or products provided to Zelia, LLC and Corporate Realty, Inc.
8. **Statutory Employer.** Zelia, LLC and/or Corporate Realty, Inc. and Subcontractor/Vendor mutually agree that it is their intention to recognize Zelia, LLC and/or Corporate Realty, Inc. as the statutory employer of the Subcontractor/Vendor's employees (whether direct employees or statutory employees of the Subcontractor/Vendor) when any of the Subcontractor/Vendor's employees are doing work and/or providing services under this agreement.

The parties further acknowledge that this recognition is limited to the status of a statutory employer under the workers compensation law of Louisiana and is not intended to create any other rights or responsibilities of the parties or the employees of the Subcontractor/Vendor.

9. **Binding Arbitration.** Zelia, LLC and Corporate Realty, Inc. and Subcontractor/Vendor desire to avoid and settle without litigation any disputes that may arise between them relative to this contract and agree to engage in good faith negotiations to resolve any such disputes. Any controversy, dispute, or disagreement arising out of or relating to this contract which cannot be resolved through good faith negotiations, shall be settled exclusively by binding arbitration conducted un accordance with the rules of the American Arbitration Association and the Louisiana Binding Arbitration Law.

## **Zelia, LLC / Benson Tower**

INSURANCE REQUIREMENT AGREEMENT FOR  
COMMERCIAL SUBCONTRACTOR/VENDORS

Page 3

10. **OSHA:** All Work performed at the job site by Subcontractor/Vendor and/or material, equipment, supplies furnished under this contract are subject to and are required to be in accordance with the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all regulations and orders issued under these acts. All material and/or equipment rented, leased or purchased under this Agreement shall meet all standards of the Occupational Safety and Health Act of 1969, as amended from time to time, and state laws, standards and requirements pertaining to safety as amended from time to time, including all regulations and orders issued under these acts. Additionally, Subcontractor/Vendor is solely responsible for jobsite security, safety, precautions and programs necessary for the safety of the Work and the jobsite. Zelia, LLC and Corporate Realty, Inc. has no right of supervision or approval that limits the Subcontractor/Vendor's ability to perform the Work safely. Subcontractor/Vendor shall defend (including attorneys' fees), indemnify and hold harmless Zelia, LLC and Corporate Realty, Inc. (as defined in Section 5) from all penalties, damages, demands, claims or other loss resulting from or in connection with the Subcontractor/Vendor's failure to perform in accordance with any of the obligations incorporated into this Section.
  
11. **Acceptance and Equal Opportunity:** Either the written acceptance of or the beginning of the Subcontractor/Vendor's performance under this contract signifies that the Subcontractor/Vendor is cognizant of and has accepted this Subcontract and will also conform to any applicable regulations of the Civil Rights Act of 1964 and Executive Order No. 11246 as amended, as regards equal employment opportunity. Subcontractor/Vendor shall defend (including attorneys' fees), indemnify and hold harmless Zelia, LLC and Corporate Realty, Inc. (as defined in Section 5) from all penalties, damages, claims or other losses resulting from or in connection with Subcontractor/Vendor's failure to perform in accordance with any of the obligations incorporated into this Section.
  
12. **Patents and Copyright Indemnity:** The Subcontractor/Vendor agrees to defend (including attorney's fees) indemnify and save harmless Zelia, LLC and Corporate Realty, Inc. (as defined in Section 5) from any and all claims, penalties, damages, demands or other losses ("Claims") for infringement of patents or copyrights or violations of patent rights or copyrights arising out of Subcontractor/Vendor's performance of this agreement and agrees to pay all damages, costs and expenses that Zelia, LLC and Corporate Realty, Inc. (as defined in Section 5) may incur as a result of any such Claims.

**Zelia, LLC / Benson Tower**

INSURANCE REQUIREMENT AGREEMENT FOR  
COMMERCIAL SUBCONTRACTOR/VENDORS

Page 4

**All insurance carriers must be rated A-VI or better by the current Best Digest. The Certificate of Insurance must be attached to this agreement. Any variances to the above requirements must be approved by the C.E.O. after review by and as recommended by the Risk Manager, legal counsel and insurance advisor.**

Agreed to by:                      Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Subcontractor/Vendor

\_\_\_\_\_  
**Signature** or Subcontractor/Vendor's Representative

\_\_\_\_\_  
Title of Subcontractor/Vendor's Representative