



18 East 50th Street New
York, NY 10022

Phone: (212) 837-4800

We appreciate your tenancy with us at **Falcon Tower** located at **245 East 44th Street – New York, NY 10017**.

Your management company is Pan Am Equities, Inc. on behalf of 245 East 44th Street, LLC.

Your Property Manager is: **MICHAEL YULFO-OCASIO** (MOcasio@PanAmEquities.com)

Your Concierge contact is: **212-972-3223/3224**

In order to expedite your move, please coordinate and contact Concierge directly. They will provide you with more information on scheduling your move and reserving an elevator. Prior to gaining/returning possession of the apartment, you are entitled to request a walk through inspection with the building's Property Manager in order to note the condition of the apartment. Please contact the Concierge directly in order to coordinate your request. If you are using professional movers, your movers will need to provide a Certificate of Insurance (COI) to your building Concierge on or before the day you move. Please see below for further Moving & Other General Information such as permitted times & COI.

RENT:

Monthly rent payments are made payable to: **245 East 44th Street, LLC**

Rent payments can be mailed to:

Pan Am Equities, Inc.
18 EAST 50th STREET
New York, NY 10022

You can make rent payments online using our [ACH Portal](#). Instructions to set up an account will be sent to you in a separate email directly from management. *If you have not received a separate email with instructions, please email: ResidentRelations@PanAmEquities.com*

If your building has **BuildingLink**, you will be sent a separate email to register an account.

We would like to take this time to remind you to:

- Update your mailing address with USPS if you have not done so already.
- Set up/Terminate your Utility Account with the following providers:
 - Con Edison
 - Internet/Cable Providers (RCN/Verizon)

Thank you for allowing us to provide exceptional management, including prompt maintenance service, as well as maintaining a safe and enjoyable place to live during your time with us.

Sincerely,
Pan Am Equities, Inc.



FALCON TOWERS
245 EAST 44th STREET, NEW YORK NY 10017
A LUXURY RENTAL RESIDENCE

Resident Manager: Michael Yulfo-Ocasio

Telephone: (212)-972-3223

Business Hours: 8:00 AM to 5:00 PM Monday through Friday

Welcome to Falcon Towers. The following information should help you with the building's rules and regulations.

- Arrangements must be made at least two (2) weeks in advance to reserve the service elevator. The service elevator can only be scheduled for move in/out for Monday through Friday between the hours of 9:00 AM until 4:30 PM. There are no deliveries, move in/out other than groceries or restaurant deliveries allowed on weekends or after 4:30 PM. They will not be allowed to enter the building. Those residents not using a professional mover, moving insurance is required and proof of insurance must be supplied to the superintendent.
- The maintenance department operates seven (7) days a week between the hours of 8:00 AM until 4:30 PM. Please report all maintenance requests to the concierge via Buildinglink, Intercom, or Telephone. The concierge telephone number is (212)-972-3223. In the event that you will not be home at the time of your repair, please state on your maintenance request "PTE" so allowing the handyman to enter your apartment.
- Mounting or hanging items from the ceiling is forbidden.
- Exterminating services are provided every second Thursday and every fourth Friday of the month at no cost to the tenant. If you require this service, please sign up with the concierge on the day of service before 9:00 AM. A staff member escorts the exterminator to every apartment; if you will not be home, please leave your top lock unlocked for service.
- All household trash and recyclables are to be disposed of properly inside the compactor closet located at the end of the hallway. All boxes are to be flattened and placed neatly inside the compactor closet. For disposal of all large furniture items, please see the doorman for use of the elevator. Large furniture items are to be placed in the service entrance. Monday to Friday during normal business hours 9:00 AM to 4:30 PM.
- Deliveries of dry cleaning, U.P.S., oversized mail and small packages delivered in your absence will be signed for you.
- PLEASE NOTE: It is your responsibility to provide delivery and service person access to your apartment. The arrangements should be made with the Resident Manager for all oversized packages. If the concierge can't provide a safe storage, the delivery will not be accepted. There will be no deliveries or furniture either by delivery person or family



member allowed to enter the building after 4:30 PM or weekends. Deliveries are not to be brought through the lobby.

- No roller skates, inline skates, spikes, cleats, or bicycle shoes are to be worn through the lobby.
- The laundry room is located in the cellar. It is open seven (7) days a week, twenty-four hours a day. The laundry room is monitored from the concierge station by a camera.
- The penthouse level and the roof are **OFF LIMITS** to everyone. The doors to the penthouse level and the roof are equipped with an alarm and siren; it will be activated when the doors are opened.

Here are some important phone numbers to help you.

- Con Edison: (800)-752-6633 (electricity)
- RCN: (212)-842-7832 (cable TV)
- Verizon (800)-698-3545 (telephone)

Thank you,
Michael Yulfo-Ocasio
Resident Manager



To: All Residents of Falcon Tower

From:

Re: Hallway Etiquette - Quality of Life Issues

As a courtesy to your fellow residents, please be mindful of the following:

- Apartment doors are not to be left ajar. Besides being a security issue, it results in cooking smells and noise affecting other apartments.
- Loud music/TV/noise is not permitted. This is especially important after 10 PM.
- Personal items (shoes, boots, umbrellas, water jugs) are not to be left outside an apartment door or they will be removed.
- Doormats in the hallway or decorations (holiday ornaments, stickers, posters, artwork - for example) on the exterior of an apartment door are not permitted.
- Hallways are not to be used as a play area for children or a run area for pets.
- Dogs must be on a leash at all times, in all areas of the building, when outside of your apartment, including on any balcony or on property grounds.

We thank you for your on-going cooperation.



Those Vacating:

We regret to receive notice you will not be continuing your residency with us at **Falcon Tower**, and would like to take the time to remind you all move outs should be coordinated with the building Concierge directly. They will provide you with more information on elevator availability and scheduling your move.

***Assignments, Lease Takeovers & Tenancy Changes**

YOU must coordinate directly with the incoming Tenant and hand keys directly to the incoming Tenant.

Management cannot accept nor exchange keys in an Assignment, Lease Takeover or Tenancy Change.

***Please note if you have recurring payments scheduled through our online portal, they should be terminated upon your vacancy/expiration date to avoid further transactions.**

All moving companies should provide a **Certificate of Liability Insurance (COI)**, and tenants and movers must sign a move-in agreement with the building staff. The COI will need to list both **Pan Am Equities, Inc.** and **245 East 44th Street, LLC** as Additional Insured entities.

If you have not provided one already, kindly provide a U.S. forwarding address when available. Security deposits if applicable, are returned in accordance to the lease and mailed in the form of a check to the forwarding address provided by you. You can update the forwarding address via the Online Portal, or by emailing: ResidentRelations@panamequities.com. Security deposits are generally issued within 14 days after termination or expiration. Depending on how long it takes for the courier to deliver, may take 2-6 weeks to arrive to the forwarding address provided by you.

Any request to obtain a Landlord Reference letter can be submitted to:

ResidentRelations@panamequities.com You should expect to receive a response within 24-72 business hours of submitting the request, in the order received.

We wish you all the best on your upcoming move and new home.



FIRE SAFETY GUIDE
PART I - BUILDING INFORMATION SECTION

BUILDING ADDRESS: 245 EAST 44TH STREET, NY, NY 10017

BUILDING OWNER/REPRESENTATIVE

PAN AM EQUITIES, INC.
18 EAST 50TH STREET
10TH FLOOR
NEW YORK, NY 10022
(212)-837-4800

BUILDING INFORMATION

Year of Construction: 1988

Type of Construction: ☒ Combustible ☐ Non-Combustible
Number of Floors: 31 Above Ground 1 Below Ground

Sprinkler System: ☒ Yes ☐ No
Sprinkler System Coverage: ☐ Entire Building ☒ Partial (*complete all that apply*)

☐ Dwelling Units: _____
☒ Hallways: LOBBY & SERVICE HALL ONLY
☐ Stairwells: _____
☒ Compactor Chute: ON ALL FLOORS
☒ Other: BASEMENT (PARTIAL), LAUNDRY ROOM

Fire Alarm: ☒ Yes ☐ Transmits Alarm to Fire Department/Fire Alarm Co. ☐ No

Location of Manual Pull Stations: SUPERINTENDENT'S BASEMENT OFFICE

Public Address System: ☐ Yes ☒ No

Location of Speakers: ☐ Stairwell ☐ Hallway ☐ Dwelling Unit ☐ Other: _____



Means of Egress: (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
CLOSED INT.	"A"	ALL HALLS	GROUND FLOOR, LOBBY, DOOR TO 44TH ST.
CLOSED INT.	"B"	ALL HALLS	GROUND FLOOR, SRVC, ENTRANCE 44TH ST. BOTH STAIRS LEAD TO ROOF W/ NO ADJOINING BLDG.

Other Information:



**FIRE SAFETY PLAN
PART II - FIRE EMERGENCY INFORMATION**

BUILDING ADDRESS: _____

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

**IN THE EVENT OF A FIRE,
CALL 911
OR THE FIRE DEPARTMENT DISPATCHER, AT
Manhattan (212)-999-2222
Bronx (212)-999-3333
Brooklyn (718)-999-4444
Queens (718)-999-5555
Staten Island (718)-999-6666**

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward



or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.

2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in your bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the dangers of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffee pots or teapots are unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended periods of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.



Residential buildings built before 1968 are generally classified either as “fireproof” or “non-fireproof”. Residential buildings built in or after 1968 are generally classified either as “combustible” or “non-combustible”. The type of building construction generally depends on the size and height of the building.

A “non-combustible” or “fireproof” building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and are less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.



Fire Tower Stairs: These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems



Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in the lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

<u>ACORD</u> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER Brokers's Name and Address	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Name and Address of Contractor (including name of entity contracted for)	INSURER A: Each Insurer must	
	INSURER B: have an A.M. Best	
	INSURER C: Rating of at least	
	INSURER D: A-, VIII	
	INSURER E:	

COVERAGES

SAMPLE COPY / SAMPLE COPY / SAMPLE COPY

THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS		
INSERT	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Contractual Liability</u> <input checked="" type="checkbox"/> <u>Waiver of Subrogation</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		INSERT DATES:	Expiration Date must be at least 30 Days after date of Certificate of Insurance	EACH OCCURRENCE	\$ 1,000,000	
					DAMAGE TO RENTED PREMISES (PER OCCURRENCE)	\$ 50,000	
					MED EXP (any 1 person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS – COMP/OP AGG	\$ 1,000,000	
					PER PROJECT		
INSERT	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____		INSERT		COMBINED SINGLE LIMIT (Ea Accident)	\$ 1,000,000	
					BODILY INJURY (per person)	\$	
					BODILY INJURY (per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
INSERT	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____		INSERT		AUTO ONLY – EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
INSERT	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____		INSERT		EACH OCCURRENCE	\$ 5,000,000	
					AGGREGATE	\$ 5,000,000	
						\$	
						\$	
						\$	
INSERT	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW OTHER		INSERT		<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other		
					E.L. EACH ACCIDENT	\$ 1,000,000	
					E.L. DISEASE –EA EMPLOYEE	\$ 1,000,000	
					E.L. DISEASE –POLICY LIMIT	\$,1000,000	
INSERT							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Re: 245 East 44th New York, NY 10017

245 East 44th Street, LLC, Pan Am Equities Inc., and Landlord are included as Additional Insureds as required per written Contract on a Primary and Non-Contributory basis. Waiver of Subrogation status encompasses General Liability and Umbrella Liability. Additional Insureds are included as per Additional Insured Endorsement # _____ (copy attached).

CERTIFICATE HOLDER 245 East 44th Street LLC 18 East 50th Street New York, NY 10022	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE <div style="text-align: center; border: 1px solid black; padding: 5px;">MUST BE ENTERED</div>
--	---

Contractor - Indemnity & Insurance Provisions

In consideration for permitting _____ (Contractor) to perform work on the premises situated at _____, Contractor hereby agrees to the following:

1.1 Indemnification

1.2 To the fullest extent permitted by law Contractor agrees to indemnify and hold harmless Owner, Owner's Managing Agent and their respective Affiliates, Officers, Partners, Agents, Employees, Servants and Assignees, all to be referenced as "OWNER", from and against all liability, claims and demands on account of injury to persons, including death resulting therefrom, and damage to property arising out of the performance, or lack of performance, of the Agreement by Contractor, Contractor's Sub-Contractors, their respective Employees and Agents, all to be referenced as "CONTRACTORS", and damage to property of "CONTRACTORS". Contractor shall at it's own expense, defend any and all actions at law brought against "OWNER" based thereon and shall pay all attorney's fees and all other expenses and promptly discharge any judgments or settlements arising therefrom.

2.1 Insurance

2.2 Contractor shall secure, and keep in full force and effect, and shall cause its Subcontractors to secure, and keep in full force and effect throughout the term of this Agreement the following coverage at Contractor's sole cost and expense. Such Insurance shall be primary, notwithstanding any other insurance that might be in effect for the indemnities:

- (a) Commercial General Liability Insurance, including Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement), Products & Completed Operations Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, written on an occurrence form, with combined bodily injury and property damage limits of liability of no less than \$5,000,000 per occurrence, \$5,000,000 per project general aggregate, \$5,000,000 Personal & Advertising Injury and \$5,000,000 Products and Completed Operations liability with an aggregate limit per project. The limits of liability can be provided in a combination of a Commercial General Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on form CG00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard form. Such insurance is to be primary insurance, notwithstanding any insurance maintained by the indemnified parties

All contractors are to maintain completed operations coverage for three years after the work is completed.

- (b) Worker's Compensation Insurance providing statutory benefits for Contractors and Subcontractor's employees and Employer's Liability coverage in an amount that is no less than \$1,000,000;
- (c) Automobile Liability Insurance, including owned, non-owned and hired car liability insurance for combined limits of liability of \$5,000,000 per occurrence. The limits of liability can be provided in a combination of an Automobile Liability policy and an

Umbrella Liability policy, which is written on a no less than follow form basis;

- 2.3 All required insurance policies shall be maintained with insurance companies licensed within the State that work is being performed and holding an AM Best rating of no less than A-, VIII. Said policies shall contain a provision that that coverage will not be canceled, non-renewed or materially changed, until at least thirty (30) days prior written notice has been provided to Owner and Managing Agent.
- 2.4 Contractor agrees to have included in each of the above policies, and shall cause its Subcontractors to have included in each of the above policies, except Workers Compensation, a waiver of subrogation in favor of "OWNER".
- 2.5 Owner, Owner's Agent _____, and _____ along with their subsidiaries and affiliated entities, now or hereafter formed, all as their interests may appear, and such other parties in interest as Owner or Agent may designate in writing from time to time ("OWNER"), shall be named as additional insured except with respect to Workers Compensation.
- 2.6 Certificates in the customary form, i.e. Acord 25, evidencing all terms of the this Agreement, shall be delivered to the Owner or Managing Agent, or their agent, accompanied with additional insured endorsement CG2010 (1001) and CG2037 or their equivalent, simultaneously with the execution of this Agreement. Similar certificates, while Contractor is on the premises, shall be delivered evidencing the renewal or replacement of such insurance, at least 10 days prior to the effective date of such renewal or change of insurer.

Accepted and agreed to by:

_____ (Contractor) _____ (Date)

(Signature and Title)

_____ (Owner or Managing Agent) _____ (Date)

(Signature and Title)