

CERTIFICATE OF LIABILITY INSURANCE EXAMPLE

SAMPLE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Issue Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p> <p style="border: 1px solid black; padding: 2px; display: inline-block;">Must be Completed with Name and Address</p>	<p>CONTACT NAME: _____</p> <p>PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____</p> <p>E-MAIL ADDRESS: _____</p> <p>PRODUCER CUSTOMER ID #: _____</p>
<p>INSURED</p> <p style="border: 1px solid black; padding: 2px; display: inline-block;">Must be Completed with Named Insured's Name and Address</p> <p style="border: 1px solid black; padding: 2px; display: inline-block; color: green;">The name here is the name that should be on the Hold Harmless and on the endorsement</p>	<p style="text-align: center;">INSURER(S) AFFORDING COVERAGE</p> <p>INSURER A: _____</p> <p>INSURER B: Insurance Company Name* 2</p> <p>INSURER C: *Company should have AM Best rating of no less than A-,VIII</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy #	Date	Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 Min. 3
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
A	<input checked="" type="checkbox"/> Standard Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000 Min. 4
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000 Min. 4
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$ 1,000,000 Min.
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy #	Date	Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy #	Date	Date	EACH OCCURRENCE \$ 4,000,000 3
	EXCESS LIAB	<input type="checkbox"/>	<input checked="" type="checkbox"/>				AGGREGATE \$ 4,000,000 4
	DEDUCTIBLE						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy #	Date	Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: BUILDING ADDRESS Waiver of Subrogation applies. 3

The following are named as additional insureds under all liability policies and endorsements CG2010 and CG2037 or equivalents attached: 3

MUST LIST ALL ADDITIONAL INSURED AS PER HOLD HARMLESS/AGREEMENT

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">MUST LIST CERTIFICATE HOLDER AS PER HOLD HARMLESS/AGREEMENT 3</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE _____</p> <p style="text-align: right; color: white; background-color: red; padding: 5px; display: inline-block;">SIGN HERE</p>
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HOLD HARMLESS AND INSURANCE REQUIREMENTS

DATE 12.10.14

HELENA 57 WEST (601 West 57th Street)

CERTIFICATE HOLDER

ROYAL REALTY CORP.

Attn: Kent Gorham
One Bryant Park, 49th Floor
New York, NY 10036

ADDITIONAL INSUREDS

The Helena Associates LLC
DOI Holdings LLC
Gary & Denise Rosenberg 2010 Family Trust
DOI Helena LLC
Durst Development L.L.C.
The Durst Manager LLC
SRDA Manager, LLC
Durst Pyramid LLC
Royal Realty Corp.
The Durst Organization Inc.
EE 57th Street North Holdings, LLC
GE 57th Street North Holdings LLC
Appleby North Holdings, LLC
Fadling, LLC
Swallow, LLC
Four Plus Corporation
Rainsford D. Lynch Trust
Sara Treadwell Dudney Trust
JP Morgan Chase Bank, N.A.
Cassidy Turley Midwest, Inc.
Stuyvesant Capital Corporation
ABS Partners Real Estate, LLC
NYS Housing Finance Agency
Fannie Mae, its successors and/or assigns
Hunter Roberts Construction Group, LLC

To the fullest extent permitted by law, _____ (“Indemnitor”) shall indemnify, defend and hold harmless the above listed entities and all affiliated and subsidiary corporations, limited partnerships, limited liability companies, and other entities thereof as may now or may hereafter exist, including nominees or trusts, and the shareholders, members, managers, partners, directors, officers, employees, agents, and assignees of any such corporation, limited partnership, limited liability company, person or entity (collectively, “Helena, et al.”), from and against any and all loss or damage, claim, demand, liability, fine, penalty, lien, suit or action (collectively, a “Claim”) by reason of bodily injury, death or damage to property, including, without limitation, claims for reasonable attorneys’ fees, professional fees, court costs, expenses and disbursements, directly or indirectly arising out of (i) any purchase or work order; (ii) any work of Indemnitor or of any of its sub-contractors, or any of Indemnitor’s or such sub-contractor’s respective agents, servants or employees (each, an “Indemnitor Party” and, collectively, “Indemnitor Parties”); (iii) any Indemnitor Party’s failure to perform any work required; (iv) any Indemnitor Party’s negligence, willful misconduct, breach of contract or infringement of any patent right (except to the extent specified in any contract for Indemnitor’s work) or (v) any Indemnitor Party’s failure to comply with any applicable law, rule, regulation or permit, and Indemnitor shall, at its own cost and expense, defend any Claim which may be asserted or

HOLD HARMLESS AND INSURANCE REQUIREMENTS

DATE 12.10.14

HELENA 57 WEST (601 West 57th Street)

commenced against Helena, et al., by reason thereof and shall pay and satisfy (a) all judgments which may be rendered in any such Claim and (b) all related costs and expenses, including reasonable attorneys' fees, professional fees, court costs, expenses and disbursements, and shall keep the property of Helena, et al., free and unencumbered of any charge or lien of any kind. Should insurance not be provided as per the requirements outlined below, Indemnitor shall indemnify, defend, and hold harmless Helena, et al. at its sole expense. Indemnitor shall advise the Certificate Holder promptly, in writing, of the service upon any Indemnitor Party of any summonses, notices, letters or other communications alleging any claim or liability against Helena, et al. or with respect to the building or its surrounding area upon which Indemnitor is working.

Indemnitor agrees that the terms of this document shall apply to (a) Helena, et al., and (b) any tenant, occupant or licensee in the building for whom work, goods or services are performed, provided, rendered or undertaken by or on behalf of any Indemnitor Party. In the event of any conflict between the terms of this Hold Harmless form and any Agreement the Indemnitor may have with any Indemnified Parties or any tenant, occupant or licensee, the terms of this Hold Harmless shall govern and control. An emailed PDF of this Agreement shall be deemed an original instrument.

Indemnitor shall secure and keep in full force and effect, and cause its sub-contractors to secure and keep in full force and effect, throughout the term of this Agreement:

- a. Commercial General Liability Insurance, including Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement), Products & Completed Operations, Personal and Advertising Injury Liability, Liquor Law Liability (should liquor be provided or served by the Indemnitor), written on an occurrence form, with combined bodily injury and property damage limits of liability of not less than \$5,000,000 per occurrence, per project and general aggregate (subject to reasonable adjustment from time to time upon request from Helena, et al. based on scope and nature of the work involved; if per policy must be provided, limits must be at least \$10,000,000 per occurrence and general aggregate). The limits of liability can be provided in a combination of a Commercial General Liability and a follow form Umbrella Liability policy. 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 ISO form. Such insurance is to be primary and non-contributory insurance, notwithstanding any insurance maintained by Helena, et al.;
- b. Workers' Compensation Insurance providing statutory benefits for Indemnitor's and each sub-contractor's employees, and Employer's Liability coverage in an amount that is not less than \$1,000,000; and
- 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 a follow form Umbrella Liability policy.

Indemnitor agrees to have included in each of the above policies, and shall cause its sub-contractors to have included in each of the above policies, except Workers' Compensation, a Waiver of Subrogation in favor of Helena, et al.

Indemnitor and its sub-contractors are required to maintain completed operations for three years after the work is completed.

HOLD HARMLESS AND INSURANCE REQUIREMENTS

DATE 12.10.14

HELENA 57 WEST (601 West 57th Street)

All required insurance policies shall (a) be maintained with insurance companies licensed within the State where the work is being performed and holding an A.M. Best rating of no less than A-, VIII, and (b) contain a provision that coverage will not be canceled, nonrenewed or materially changed until at least thirty (30) days' prior written notice has been provided to the Certificate Holder indicated above

Certificates in customary forms, i.e., Acord 25 (2009/09) (for items (a), (b) and (c) above) accompanied by Additional Insured endorsements CG2010(0704) and CG2037(0704) or their equivalent, evidencing all terms of this Agreement shall be delivered to the Certificate Holder indicated above simultaneously with the execution and delivery of this Agreement. All Additional Insureds indicated above shall be covered under Commercial General Liability, Automobile, and Umbrella Liability policies. Similar certificates evidencing the renewal or replacement of such insurance shall be delivered at least ten (10) days prior to the effective date of such renewal or replacement.

Accepted and agreed to by:

(Indemnitor)

(Date)

(Signature)

(Title)