

# NEW VENDOR INFORMATION



In order to avoid a delay in paying you when the time comes, please answer the questions below, provide the requested documentation & fill out the attached W-9 form.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Business (circle one):  
 INDIVIDUAL/SOLE PROPRIETOR  
 CORPORATION  
 PARTNERSHIP  
 OTHER \_\_\_\_\_

Do you carry Worker's Compensation Insurance?                      YES                      NO

Do you carry General Liability Insurance?                              YES                      NO

Are you a licensed contractor?    YES                      NO

If you are a licensed contractor, what type? \_\_\_\_\_

License Number: \_\_\_\_\_

## Document Checklist

- Completed W-9
- Copy of Contractors License
- Signed Vendor Agreement
- Completed Insurance Requirements Checklist

**ALL REQUIRED INFORMATION & A FULLY EXECUTED COPY OF THE VENDOR AGREEMENT & ALL ENDORSEMENTS MUST BE ON FILE IN OUR OFFICE BEFORE ANY WORK CAN BE PERFORMED & ANY PAYMENTS CAN BE MADE.**

Please email the completed forms & requirements to: [maintenance@premiumpd.com](mailto:maintenance@premiumpd.com).



# VENDOR AGREEMENT

This Vendor Agreement (the “Agreement”) is made & effective as of \_\_\_\_\_, 20\_\_ by & between Premium Property Management & Development, Inc., dba Premium Properties (“Premium Properties”) & \_\_\_\_\_ (“Vendor”), (collectively, the Parties) for work to be performed at a property managed by Premium Properties (the “Property”).

## RECITALS

1. Premium Properties is the property manager for the Property.
2. Premium Properties wishes to engage Vendor to perform certain work at the Property.
3. Vendor wishes to perform work for Premium Properties at the Property.
4. Premium Properties & Vendor acknowledge & agree that the Party signing this Agreement on their respective behalf is authorized to do so.
5. The purpose of this Agreement is to memorialize the entire business relationship between the Parties.

## TERMS & CONDITIONS

1. The scope of work to be performed by Vendor (the “Work”) will be more fully set forth on Service Requests issued by Premium Properties from time to time.
2. Payment for Vendor’s services pursuant to this Agreement shall be on a time & materials basis at \$ \_\_\_\_\_ per hour, unless otherwise agreed to, in writing, by the Parties.
3. The term of this Agreement shall commence on the date set forth above & shall remain in full force & effect until terminated, in writing, by either Party.
4. **Vendor agrees to invoice Premium Properties for the Work performed pursuant to this Agreement within thirty (30) calendar days of completion of such Work.** Vendor acknowledges & agrees that time is of the essence with regard to such invoicing. The thirty (30) calendar day limit for submitting invoices is required in order to allow Premium Properties & Vendor to timely assess & correct any issues with the Work. Vendor acknowledges & agrees that this is a material term to this Agreement & agrees to waive payment for any invoice that is not received by Premium Properties at its office within thirty (30) calendar days of completion of the Work. Vendor also agrees that it will not bill Premium Properties for its time spent preparing invoices.
5. Premium Properties & Vendor acknowledge & agree that nothing in this Agreement is intended to form an employment relationship. Vendor is being engaged to work solely as an independent contractor. Vendor will supply all tools, materials & supplies necessary to perform the Work at its sole cost & expense. Vendor will not maintain office space at the Premium Properties office & all Work to be performed pursuant to this Agreement will be performed at the Property.
6. Vendor agrees that all consumables & building supplies purchased to perform the Work will be billed to Premium Properties at Vendor’s cost.

7. Vendor agrees that it will not bill Premium Properties for labor costs resulting from unnecessary trips to a store or supplier because Vendor failed to purchase all materials known to be necessary during the first trip to the store or supplier.
8. Vendor shall avoid purchasing more materials than are necessary to complete a service request or project. In the event, there is surplus materials & it cost prohibitive to return it, Vendor shall store the materials & use them on a subsequent service request or project for Premium Properties.
9. Vendor acknowledges & agrees that it is solely responsible for all Federal & State taxes in connection with the Work.
10. Vendor agrees that it shall not assign any of its rights under this Agreement without the prior, written consent of Premium Properties.
11. Premium Properties retains the right to terminate this Agreement at any time for any reason. In the event that Premium Properties terminates this Agreement prior to completion of the Work, Premium Properties agrees to compensate Vendor for all work performed prior to such termination.
12. Neither Party will be responsible for delays or failure of performance under this Agreement from acts of God, war, terrorism, strikes, epidemics, failure of suppliers to perform, earthquakes, power failures or other causes beyond the control of that Party which render performance by that Party impossible or commercially unreasonable.
13. In the event that a dispute arises in connection with this Agreement or the Work, Vendor agrees to provide Premium Properties with thirty (30) calendar days' notice of such dispute before filing any action. The Parties shall have the right to pursue all remedies provided by law, except Arbitration. The Parties agree that in no event shall a dispute be submitted to arbitration.
14. This Agreement shall be governed by the laws of California, with venue in Alameda County.
15. Vendor's failure to perform any of the terms set forth in this Agreement shall constitute a breach, with the result that Premium Properties is relieved of its duty to pay Vendor.
16. In the event that Vendor's performance of the Work results in damages to the Property, Premium Properties shall be entitled to recover all resulting or associated damages, including but not limited to attorney fees & costs.
17. By signing this Agreement, Vendor agrees to defend, indemnify & hold harmless Premium Properties from & against all claims, damages, losses & expenses, including attorney fees arising out of the performance of the Work, caused in whole or in part by any negligent act or omission of Vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Premium Properties.

## INSURANCE REQUIREMENTS

1. Vendor agrees to maintain adequate insurance at all times as indicated this agreement while working on the Property. Furthermore, Vendor certifies that any subcontractors they employ have adequate insurance, including workers compensation & general liability.
2. All such insurance shall be primary to & not contributory with any insurance carried by Premium Properties.
3. In the event that Vendor's insurance is cancelled for any reason, Vendor agrees to immediately notify Premium Properties & also agrees to immediately cease work at the Property until its insurance has been fully restored.
4. **Workers Compensation Insurance:**
  - A. Vendor agrees to maintain Workers Compensation Insurance in an amount of \$1 million at all times while working on the Property, except when Vendor is a sole proprietor performing work solely on its own.

B. Vendor acknowledges & agrees that the only exception to the requirement to maintain adequate Workers Compensation Insurance is for Vendor's who perform work by themselves, **without** any helpers, irrespective of whether those workers are classified as employees or independent contractors. In the event that Vendor holds itself out as a sole proprietor & fails to maintain adequate Workers Compensation Insurance, but Vendor does, in fact, use other workers at the Property, Vendor agrees to defend, indemnify & hold harmless Premium Properties from & against all claims, damages, losses & expenses, including attorney fees arising out of Vendor's failure to maintain adequate Workers Compensation Insurance.

C. Vendor agrees to maintain adequate Workers Compensation Insurance in all circumstances when it has any workers other than Vendor, itself, working on the Property, even if those workers are performing work on a temporary basis or are otherwise characterized as independent contractors.

D. Vendor agrees that even if Vendor is exempt from having Workers Compensation Insurance that Vendor will not perform any work on roofs, trees or any other work requiring a ladder of greater than eight feet.

F. For all Vendors who are required to maintain Workers Compensation Insurance, Vendor agrees to provide Premium Properties with a proof of insurance, evidencing Workers Compensation Insurance coverage, in the form of attached Exhibit A **annually & upon request**. The proof of insurance shall be sent to Premium Properties, 2941 Telegraph Ave., Berkeley, CA 94705.

G. Vendor acknowledges & agrees that the requirement to maintain adequate Workers Compensation Insurance is a material term to this Agreement. Any failure on the part of Vendor to maintain such coverage shall trigger Vendor's duty to defend, indemnify & hold harmless Premium Properties as set forth in the Terms & Conditions Section of this Agreement.

#### **5. General Liability Insurance:**

A. Vendor acknowledges that Premium Properties only works with vendors that have sufficient General Liability Insurance & agrees to maintain a minimum of \$1 million per occurrence & \$2 million in aggregate of General Liability Insurance from an A rated insurance company at all times while working on the Property.

B. Vendor agrees to provide Premium Properties & upon request to provide the Owner of the Property with a Certificate of Insurance from its insurance company, evidencing Vendor's General Liability Insurance coverage in the above amounts & evidencing the fact that Premium Properties has been named as an additional insured on said policy, in the form of attached Exhibit A. In addition, Vendor shall provide the following Endorsements from the Insurance Company:

- i. Completed Operations CG 20 37 04 13 or its equivalent.
- ii. Ongoing Operations CG 20 10 04 13 or its equivalent.
- iii. Waiver of Subrogation Endorsement
- iv. Primary & Non-Contributory Endorsement

C. Vendor agrees to maintain General Liability Insurance covering all operations on or behalf of Vendor, including but not limited to coverage for: (1) premises & operations; (2) products & completed operations; (3) contractual liability; (4) broad form property damage (including completed operations; & (5) personal injury liability.

D. Vendor agrees to provide updated Certificates of Insurance & Endorsements to Premium Properties annually.

E. Vendor agrees to send all such Certificates of Insurance & Endorsements to Premium Properties, 2941 Telegraph Ave., Berkeley, CA 94705 or to such other business address that Premium Properties provides, in writing, to Vendor.

F. Vendor agrees that, for projects with inherent elements of risk, as determined solely by Premium Properties, Vendor will name the property owner ("Owner") as an additional insured under its insurance policy & will provide Owner with a Certificate of Insurance & Endorsements from its insurance company, evidencing Vendor's General Liability Insurance coverage in the amounts set forth in Section 5A, above, in the

form of the attached Exhibit A. All Owners with projects determined to have inherent elements of risk, as determined solely by Premium Properties, Vendor agrees to complete an Addendum to this Vendor Agreement, in the form of attached Exhibit B. Said Addendum shall be dated & numbered sequentially, beginning with the No. 1. Vendor further agrees that, for all such projects, Vendor will afford all said Owners with all of the protections provided in Sections 5B through 5E, above

### KEY POLICY

1. Vendor agrees that all keys being signed out for jobs must be returned within one week.
2. Vendor agrees that it shall initial for the keys & shall also ensure that each key is signed back in by an employee of Premium Properties.
3. Vendor agrees that, once a key is signed out, it becomes the sole responsibility of Vendor until the key has been signed back in by an employee of Premium Properties.
4. Vendor acknowledges that "Lost" keys will require the lock to be re-keyed & agrees that said re-keying shall be done at the expense of Vendor. Vendor acknowledges & agrees that Payment for a lost key is due to Premium Properties within three (3) calendar days or the cost of re-keying will be deducted from Independent Vendor's invoice.
5. Vendor acknowledges that there will be a weekly reconciliation of keys & also acknowledges that this will require a weekly visit to the Premium Properties office & the return of any keys signed out & no longer in use. Vendor acknowledges & agrees that Keys not turned in within the designated timeframe will be considered lost & will be subject to the terms provided in Section 4, above.
6. Vendor acknowledges & agrees that all invoices turned in for payment must be accompanied by any & all keys signed out to Vendor for that particular job. Vendor agrees that failure to follow this procedure will result in the withholding of payment for the job.
7. Vendor acknowledges & agrees that Premium Properties reserves the option to request the return of keys at any time, for any reason, & Vendor agrees to return all such keys to Premium Properties within twenty-four (24) hours.
8. Vendor acknowledges & agrees that Keys can only be kept by Vendor with the permission of Premium Properties (the "Kept Keys"). Vendor also agrees that all Kept Keys must be documented & accounted for. Vendor further agrees that the loss of a Kept Key will result in the lock being re-keyed, at the expense of Vendor, subject to the terms provided in Section 4, above.
9. Vendor acknowledges & agrees that, when Vendor is assigned to re-key a lock or change a lock, e.g., during turnovers, that Vendor becomes responsible for all keys associated with that lock until all such keys are returned to a Premium Properties employee.
10. Vendor acknowledges & agrees that it must notify Premium Properties when locks are changed by Vendor & Vendor agrees to return three (3) copies of any such new keys to Premium Properties' office immediately, unless otherwise designated by Premium Properties.
11. Vendor acknowledges that it understands that there is an emergency/after-hours key sign out sheet in the Premium Properties key closet & that this sign out sheet should only be used by Independent Vendor's dealing with after-hours emergencies. Vendor also acknowledges that, in such case, Vendor must sign out keys just as they would with a Premium Properties employee during normal business hours & return any such keys to the Premium Properties office the next business day.

This Agreement contains the entire agreement between the Parties in connection with the Work & supersedes any & all prior oral or written agreement(s) between the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this agreement to be executed as of the date first written above.

**Premium Property Management &  
Development, Inc., dba Premium Properties**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT A CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**12/15/2016**

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).

PRODUCER Brokerage/Agency Address  City <span style="float: right;">CA</span>	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Vendor's Insurance Carrier INSURER B: Vendor's Insurance Carrier INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Vendor's Name Vendor's Address  Vendor's City <span style="float: right;">Vendor's State</span>	

COVERAGES CERTIFICATE NUMBER: Vendor's Specimen 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 INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	Vendor's Policy Number	Vendor's Eff. Date	Vendor's Exp. Date	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						MED EXP (Any one person) \$ Excluded
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PRODUCTS - COMPROP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	Vendor's Eff. Date	Vendor's Exp. Date	COMBINED SINGLE LIMIT (Per accident) \$
B				Vendor's Policy Number	Vendor's Eff. Date	Vendor's Exp. Date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$ AGGREGATE \$ 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Premium Property Management & Development, Inc. and its Officers, Employees and Agents, dba Premium Properties is named as Additional Insured with respects to liability arising out of Vendor's Work or in any way connected with Vendor's Work or presence or any property under the Management of Premium Properties

CERTIFICATE HOLDER  <b>PREMIUM PROPERTIES</b> 2941 Telegraph Avenue Berkeley, CA 94705	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
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# EXHIBIT A (CONTINUED) ENDORSEMENTS

PREMIUM  
PROPERTIES

2941 TELEGRAPH AVENUE  
BERKELEY, CA 94705  
510.594.0794 OFFICE  
510.594.3140 FAX  
WWW.PREMIUMPD.COM  
CA DRE LICENSE #01886322

REAL ESTATE SERVICES  
INVESTMENTS • PROJECT MANAGEMENT  
LEASING • DEVELOPMENT • SALES & BROKERAGE

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**  
CG 20 94 94 11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

The endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Additional Insured Person(s) (If Scheduled)	Location(s) of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declaration.

A. Section 6 - Who is An Insured is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for "bodily injury" (property damage, personal and advertising injury) caused by them or their acts.

- This endorsement is not available for:
- The acts or omissions of those acting as part of the performance of any ongoing operations for the additional insured(s) or the insured(s) designated above.

**Exclusions:**

- The insurance afforded to such additional insureds only applies to the extent provided by this act.
- Coverage provided to the additional insured is limited to a contract or agreement. The contract or agreement must be one that is entered into by the insured or agreement to provide for such additional insured.

B. With respect to the insurance afforded to those additional insureds, the following additional conditions apply:  
This endorsement **does not apply** to "bodily injury" or "property damage" resulting from:  
1. All work involving equipment, tools or equipment furnished in connection with such work on the project unless that liability (including or relating to) is performed by or on behalf of the additional insured(s) as part of the contract or agreement.  
2. Your contract or "bid work" out of which the claim or damage arose has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a project as a part of the bid project.

**HIGHLIGHTS ADDED TO THE FORM**

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POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**  
CG 20 94 94 11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

The endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Additional Insured Person(s) (If Scheduled)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declaration.

A. Section 6 - Who is An Insured is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused in whole or in part by the insured or agreement to provide for such additional insured.

B. With respect to the insurance afforded to those additional insureds, the following conditions apply:  
1. Coverage provided to the additional insured is limited to a contract or agreement. The contract or agreement must be one that is entered into by the insured or agreement to provide for such additional insured.

**Exclusions:**

- The insurance afforded to such additional insureds only applies to the extent provided by this act.
- Coverage provided to the additional insured is limited to a contract or agreement. The contract or agreement must be one that is entered into by the insured or agreement to provide for such additional insured.

**Exclusions:**

- The insurance afforded to such additional insureds only applies to the extent provided by this act.
- Coverage provided to the additional insured is limited to a contract or agreement. The contract or agreement must be one that is entered into by the insured or agreement to provide for such additional insured.

**HIGHLIGHTS ADDED TO THE FORM**

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POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**  
CG 20 94 94 11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

The endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Additional Insured Person(s) (If Scheduled)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declaration.

A. Section 6 - Who is An Insured is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused in whole or in part by the insured or agreement to provide for such additional insured.

B. With respect to the insurance afforded to those additional insureds, the following conditions apply:  
1. Coverage provided to the additional insured is limited to a contract or agreement. The contract or agreement must be one that is entered into by the insured or agreement to provide for such additional insured.

**Exclusions:**

- The insurance afforded to such additional insureds only applies to the extent provided by this act.
- Coverage provided to the additional insured is limited to a contract or agreement. The contract or agreement must be one that is entered into by the insured or agreement to provide for such additional insured.

**HIGHLIGHTS ADDED TO THE FORM**

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POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**  
CG 20 94 94 11

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person (or Organization)

Information required to complete this Schedule, if not shown above, will be shown in the Declaration.

The following is added to Paragraph 6, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:  
We waive the right of recovery we may have against the person or organization shown in the Schedule other than the person or organization named in the Schedule. This waiver does not apply to any liability for damage arising out of any ongoing operations. This waiver does not apply to any liability for damage arising out of any completed operations. This waiver only applies to the person or organization named in the Schedule above.

**SAMPLE**

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POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**  
CG 20 94 94 11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

The endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the Other Insurance Condition and replacement any conditions that apply:  
This insurance is primary and will not seek contribution from any other insurance available to the additional insured under your policy provided:  
(1) The additional insured is a named insured under another insurance, and  
(2) This limit applied in writing is a contract or agreement that the insurance would not apply and would not seek contribution from any other insurance available to the additional insured under your policy provided.

**SAMPLE**

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EXHIBIT B

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

ADDENDUM NO. \_\_\_\_\_

This Addendum is part of that certain Vendor Agreement (the "Agreement") between Premium Property Management & Development, Inc., dba Premium Properties ("Premium Properties") & \_\_\_\_\_ ("Vendor"), dated \_\_\_\_\_.

AGREEMENT

1. \_\_\_\_\_ ("Vendor") agrees to provide [Owner Name] \_\_\_\_\_ the owner(s) of the property located at \_\_\_\_\_, CA \_\_\_\_\_ ("Owner") with a Certificate of Insurance & Endorsements from its insurance company, evidencing the fact that Owner has been named an additional insured on Vendor's General Liability Insurance coverage in the amounts set forth in Section 5A of the Agreement, in the form of attached Exhibit A.
2. Vendor further agrees to provide Owner with all of the provision & protections provided in Sections 5B through 5F of the Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this agreement to be executed as of the date first written above.

**Premium Property Management & Development, Inc., dba Premium Properties**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# INSURANCE REQUIREMENTS



## Insurance Broker Authorization:

Instead of having to contact your broker to gather the proper certificates & endorsements, you can complete the attached authorization letter. This will allow Premium Properties to contact your insurance broker on your behalf. This will expedite the process of being approved as a Premium Properties Vendor

--- OR ---

## Certificate of Liability Insurance

- Certificate Holder to Read: Premium Property Management & Development Inc & its Officers, Employees & Agents 2941 Telegraph Ave., Berkeley, CA 94705
- Check Boxes: ADDL INSD & SUBR WVD under Commercial General Liability
- General Liability Coverage: \$1,000,000 Per Occurrence, \$2,000,000 Aggregate
- Description of Operations - Additional Insured Language: Premium Property Management & Development, Inc. & Its Officers, Employees & Agents, dba Premium Properties is named as Additional Insured with respects to liability arising out of Vendor's Work or in any way connected with Vendor's Work or presence or any property under the Management of Premium Properties.

## Workers' Compensation Coverage:

- Statutory Employer's Liability: \$1,000,000
- Check Box: Waiver of Subrogation

## Endorsements - Policy Numbers must listed on all endorsements

- Additional Insured Endorsement: CG 2037 0413 (Completed Operations)
- Additional Insured Endorsement: CG 2010 0413 (Ongoing Operations)
- Waiver of Subrogation Endorsement
- Primary & Non-Contributory Endorsement

## DISCLAIMER

*Requested endorsements are required & important to be attached with the certificate of liability. It changes the policy & provide protection to the Additional Insured. Please keep in mind that Certificates are proof of coverage only & it does not alter or change the policy. Any wordings written on the certificate is not a valid proof that Additional Insured protection was provided on the policy. Please reference the disclaimer shown on top of the certificate where it specifies this requirement.*