

## School of Visual Arts Contractor Insurance Requirements

### Commercial General Liability Insurance

- 1) \$1,000,000 per occurrence Bodily Injury and Property Damage Combined,
- 2) \$1,000,000 per occurrence Personal and Advertising Injury,
- 3) \$2,000,000 aggregate Products and Completed Operations Liability,
- 4) \$100,000 Fire Legal Liability
- 5) \$2,000,000 General Aggregate limit per location or per project.

### Automobile Liability Insurance

Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles.

### Umbrella Liability Insurance

Not less than \$5,000,000 with a self-insured retention not to exceed \$10,000. This policy shall be written on an "occurrence" basis.

### Workers Compensation

Affording coverage under the Workers Compensation laws of the State of New York with 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.

## Wording for COI "Description of Operations" section

Building	Certificate Holder	Description of operations/location
133-141 West 21 <sup>st</sup> Street	SS 133 W21 LLC c/o School of Visual Arts 209 East 23 <sup>rd</sup> Street New York, NY 10010	Location: 133-141 West 21 <sup>st</sup> Street Chelgram Holding Corporation, School of Visual Arts, LLC their officers, employees, subsidiaries now existing or subsequently formed and the landlord, SS 133 W21 LLC are named as additional insured. Additional Insured coverage is on a Primary and Non-contributory basis, General Liability and Umbrella policies do not contain any Third Party over exclusion or height restrictions. No deductible applies the GL policy.
380 2 <sup>nd</sup> Avenue	380 Second LLC c/o ABS Partners Real Estate LLC 200 Park Avenue South, 10 <sup>th</sup> floor New York, NY 10010	Location: 380 2nd Avenue. Chelgram Holding Corporation, School of Visual Arts, LLC their officers, employees, subsidiaries now existing or subsequently formed and 380 Second, LLC, ABS Partners Real Estate, LLC and all Partners, Officers, Directors, Employees, agents and Representatives of said entities including its managing agent. Additional Insured coverage is on a Primary and Non-contributory basis, General Liability and Umbrella policies do not contain any Third Party over exclusion or height restrictions. No deductible applies the GL policy.
601 West 26 <sup>th</sup> Street	RXR SL Owner LLC c/o RXR Realty LLC 625 RXR Plaza Uniondale, NY 11556 RE: Starrrett Lehigh - 601 West 26 <sup>th</sup> Street, NYC 10001	Location: 601 West 26 <sup>th</sup> Street Chelgram Holding Corporation, School of Visual Arts, LLC their officers, employees, subsidiaries now existing or subsequently formed and the landlord RXR SL Owner LLC, RXR SL JV LP, RXR SL Holding LP, RXR Realty LLC, its owners and affiliates and/or subsidiary companies, as now exist or may exist in the future, are included as Additional Insured as respects all work and/or services performed on their behalf. Additional Insured coverage is on a Primary and Non-contributory basis, General Liability and Umbrella policies do not contain any Third Party over exclusion or height restrictions. No deductible applies the GL policy.
All SVA Buildings	School of Visual Arts 209 East 23 <sup>rd</sup> Street New York, NY 10010	Chelgram Holding Corporation, School of Visual Arts, LLC, DAST Holding Corp., their officers, directors, employees, subsidiaries now existing or subsequently formed and the Landlords: 1. DAST Holding Corp. at 209 E. 23rd Street, 2. DAST Holding Corp. at 214 E. 21st Street, 3. DAST Holding Corp. at 17 Gramercy Park South, 4. DAST Holding Corp. at 132 W. 21st Street, 5. DAST Holding Corp. at 136 W. 21st Street, 6. Ocean Drive Realty Associates, LLC at 215 E. 23rd Street, 7. E/K Trust 1/15/72 and the Ilikal Family Trust d/b/a Elk, Investors at 220 E. 23rd Street, 8. 101 Ludlow, LLC at 101 Ludlow Street, 9. 335 West 16 <sup>th</sup> Street, LLC and sub-landlord, ADT Security Services at 335 West 16 <sup>th</sup> Street 10. Mutual Redevelopment Houses, Inc, at 333 West 23rd Street, 11. DAST Holding Corp. and 407 First Dormitory, LLC at 407 1 <sup>st</sup> Avenue a.k.a 340 East 24 <sup>th</sup> Street, 12. SS 133 W21 LLC at 133-141 West 21 <sup>st</sup> Street, 13. 380 Second, LLC, ABS Partners Real Estate, LLC at 380 2nd Avenue, 14. RXR SL Owner LLC, RXR SL JV LP, RXR SL Holding LP, RXR Realty LLC at 601 West 26 <sup>th</sup> Street, are included as additional insured. Additional Insured coverage is on a Primary and Non-contributory basis, General Liability and Umbrella policies do not contain any Third Party over exclusion or height restrictions. No deductible applies the GL policy.

# INSURANCE REQUIREMENTS AGREEMENT

380 Second Avenue, New York NY 10010

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1. Prior to Contractor performing any work or providing any service for the above-referenced building ("Building"), Contractor must provide
  - a) to the designated project manager for ABS Partners Real Estate, LLC ("ABS," the managing agent for the Building), the plans, specifications and (when applicable) licenses and permits for work that Contractor intends to perform in the Building;
  - b) to the designated insurance representative for ABS at [insurance@absre.com](mailto:insurance@absre.com), this Insurance Requirements Agreement, dated and signed by Contractor, together with any and all insurance documents required therein. The approval of any insurance documents does not constitute approval of the work itself.

Contractor shall not commence work or services for the Building until it has obtained approval for all documentation referred to above, and all work shall be performed in accordance with the Building's Work Rules (attached to and forming part of this Agreement as Exhibit A).

2. Contractor shall secure, pay for and maintain the following insurance policies in full force and effect during the during the term of the work and/or service provided at the Building ("Work"):
  - a. At Contractor's option, Business Personal Property Insurance upon all tools, material and equipment (owned, borrowed or leased by Contractor or its employees) to the full replacement value thereof during the Work. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Contractor agrees to waive its right of subrogation against Owner and ABS, and their Partners, Officers, Directors, Employees, Agents and Representatives. Failure of the contractor to secure and maintain adequate coverage shall not obligate said parties for any losses.
  - b. Workers Compensation and Employers Liability Insurance affording coverage under the Workers Compensation laws of the State of New York, with Employers Liability coverage subject to statutory limits.
  - c. Commercial General Liability Insurance written on ISO form CG0001 or its equivalent with limits of \$1,000,000 per 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 Aggregate per project. The policy shall be written on an occurrence basis. Any deductible shall be the responsibility of the contractor. Contractor shall provide ABS with a full copy of their General Liability policy for review. The General Liability policy shall not contain exclusions or limitations relating to:
    - i. contractual liability
    - ii. contractors or sub-contractors (refer to Article 4 below)
    - iii. gravity-related injuries
    - iv. injuries sustained by employee of an insured or any insured (action over))

The policy shall be endorsed to name Owner, ABS and all other entities that may be reasonably required as "additional insured," utilizing ISO Forms CG2038-0413 and CG2037-0413 (or their equivalents). Definition of "Additional Insured" shall include all Partners, Officers, Directors, Members, Employees, Agents and Representatives of the named entities. Further, the insurance policy shall provide coverage for the "additional insured" on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not. Completed Operations coverage shall remain in force for not less than three (3) years after completion of the Work and shall include the Additional insureds.

- d. If applicable, 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 used in the performance of the Work.
- e. Umbrella Liability Insurance for the total limit purchased by Contractor but not less than a \$5,000,000 limit

per occurrence providing excess coverage over all limits and coverages noted in paragraph b, c and d above. This policy shall be written on an "occurrence" basis and shall cover Owner, ABS and all other entities that may be reasonably required as "additional insured." Coverage for the Additional Insured shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

3. All policies described above shall be written with insurance companies permitted by the State of New York and rated no lower than A VIII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. All policies shall be endorsed to provide that in the event of cancellation the Certificate Holder shall receive thirty (30) days written notice thereof.
4. Contractor shall furnish ABS via email to insurance@absre.com with Certificates of Insurance no later than three (3) business days prior to commencement of the Work and prior to expiration of the policies.

Additional Insured: 380 Second, LLC; ABS Partners Real Estate LLC and all Partners, Officers, Directors, Employees, Agents and Representatives of said entities

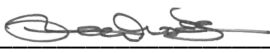
Certificate Holder: 380 Second, LLC  
c/o ABS Partners Real Estate LLC  
200 Park Avenue South, 10th Floor  
New York, NY 10003

5. Contractor shall obtain from any subcontractors it hires such insurance coverage and statements of hold harmless as Contractor's own insurance may require. Contractor shall provide ABS with written confirmation that any such subcontractors meet the terms of Contractor's insurance, and shall provide any such supporting documentation as ABS may reasonably require.
6. Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold Owner and ABS, the Partners, Officers, Directors, Members, Employees, Agents and Representatives of said entities; and, if applicable, any mortgagee on the Building 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, omission, breach of any statute, code or rule or breach of contract by Contractor and its subcontractors. The foregoing indemnity shall include injury or death of any employee of 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. This clause shall survive the expiration or termination of this agreement and the Work.
7. If any of Contractor's insurance policies requires that Contractor must have a written Agreement with Owner and/or ABS to provide said parties with the protection of Contractor's insurance, then for that purpose this Agreement shall be construed as such written agreement. In the event of any conflict between the terms of any agreement between Contractor and Owner or ABS to perform work or provide a service at the Building (including the "Work Rules," attached hereto as Exhibit A) and this document, the terms of this document shall prevail.

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

Agreed and Accepted On Date \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

By:   
Raymond Mosley, ABS Risk Manager  
A/A/F 380 Second, LLC

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

## Exhibit A: Work Rules

The following rules and regulations must be followed while working at the Building. In the event that any of these rules do not apply, or if field conditions require a change to the rules, the directives of the ABS Project Manager or the Building Manager shall prevail.

### 1. Building Codes.

All Work shall comply with any applicable governmental laws, regulations, codes and other requirements. All required work permits shall be filed for and submitted to the ABS Project Manager before any work may proceed. All trades requiring licenses must provide a valid license prior to entering the work site. When applicable, the Contractor must provide a person or persons holding a currently valid Certificate of Fitness for Fire Guard (or other Certificate of Fitness as may be required). Upon completion of any alterations requiring governmental approval, a complete set of signed/sealed as-built drawings and CAD drawings must be submitted to the ABS Project Manager. All required certificates of completion shall be obtained by Contractor from the appropriate governmental agency and submitted to the ABS Project Manager.

### 2. Conduct of Contractor Employees.

The workday is Monday to Friday, 8:00 a.m. to 4:00 p.m. All trades must sign in/out daily and use the freight car to enter and leave the job site. Use of tenant restrooms is prohibited; trades shall use the bathroom facilities designated by the Building Manager. If needed, overtime standby for one freight elevator operator, superintendent or one building engineer may be charged at the then-prevailing hourly rate for the building. Requests to work after-hours and on weekends must be made in writing at least 24 hours in advance. After-hour and weekend work must be supervised by a Building representative, and any night or weekend work permit must be obtained by Contractor and provided to ABS.

### 3. Performance of Work.

All demolition and core drilling, as well as any work requiring cutting, chopping, channeling or drilling into walls, floors and/or ceilings shall be done after normal building hours unless other arrangements are made in writing with ABS. Where applicable, any demising wall, floor or ceiling penetrations must be properly fire-stopped before the completion of the work. Protection at the work site must be set up and maintained (e.g.: social distancing, personal protective equipment, access control, dust control, carpet protection, wall protection, etc.). Debris shall be removed daily from the Building; the work site shall be left in broom-clean condition. Only authorized personnel are permitted to enter the work site; Contractor shall make such efforts as required by governmental regulation and as reasonably necessary and appropriate to ensure a safe worksite.

## CONTRACTOR INSURANCE REQUIREMENTS

Contractor and its subcontractors shall not commence work until it has obtained all insurance referred to herein and provided proof as set forth and has been approved by SS 133 W 21 LLC (Hereinafter referred to as "Owner").

Contractors 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 their right of subrogation against Owner. The Property policy shall allow for a Waiver of Subrogation in favor of 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 New York and Employers Liability coverage subject to limit of no less than \$500,000 each employee, \$500,000 each accident, and \$500,000 policy limit.
- (3) Commercial General Liability Insurance for limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal & Advertising Injury, \$2,000,000 aggregate Products and Completed Operations Liability, \$100,000 Fire Legal Liability and \$2,000,000 General Aggregate limit per location or per project. The policy shall be written on an occurrence basis with no deductible.

Policy shall be endorsed to name Chelgram Holding Corporation, School of Visual Arts, LLC, DAST Holding Corp., their officers, directors, employees, subsidiaries now existing or subsequently formed, building owner and management agent as "additional insured" as per attached sample certificate. Further, coverage for the "additional insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not and to include form CG2037 or equivalent for completed operations and also waiver of subrogation.

- (4) Automobile Liability Insurance of 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 at no less than a \$5,000,000 with a self-insured retention not to exceed \$10,000. Umbrella Liability Insurance 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 noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A: 10 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. SS 133 W 21 LLC shall receive thirty (30) days written notice thereof.

Contractor shall furnish SS 133 W 21 LLC with Certificates of Insurance evidencing compliance with all insurance provisions noted above no later than (5) days prior to commencement of work naming the following Insured and Certificate Holder:

Additional Insured: SS 133 W 21 LLC  
School of Visual Arts

All certificates or policy termination notices should be delivered to:

Certificate Holder: SS 133 W 21 LLC  
c/o School of Visual Arts  
209 East 23rd Street  
New York, NY 10010

FAILURE TO COMPLY WITH ANY OF THE INSURANCE PROVISIONS 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 attorney's 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 any amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits act. The contractor agrees to waive its right of subrogation against the owner, its partners, directors, officers, employees, servants, representatives and agents applicable to any claims brought against the owner by the contractor's employees.

Agreed and Accepted on:

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

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Company Name

Work Performed for School of Visual Arts Suite \_\_\_\_\_

S V A



SCHOOL of VISUAL ARTS

SCHOOL OF VISUAL ARTS CONTRACTOR INSURANCE REQUIREMENTS AGREEMENT

Contractor, Vendor, Service Provider (hereinafter referred to as "Contractor") and its subcontractors shall not commence work until it has obtained all insurance referred to herein and provided proof as set forth and has been approved by SVA (hereinafter referred to as "Owner").

Contractors 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 their right of subrogation against Owner. Failure of the Contractor to secure and maintain adequate coverage shall not obligate the Owner or its agent or employees for any losses.
- 2) Commercial General Liability Insurance limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal and Advertising Injury, \$2,000,000 aggregate Products and Completed Operations Liability, \$100,000 Fire Legal Liability and \$2,000,000 General Aggregate limit per location or per project. The policy shall be written on an occurrence basis with no deductible.

Policy shall be endorsed to name Chelgram Holding Corporation, School of Visual Arts, LLC, DAST Holding Corp., their officers, directors, employees, subsidiaries now existing or subsequently formed, building owner and management agent as "additional insured" as per attached sample certificate. Further, coverage for the "additional insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not and to include form CG2037 or equivalent for completed operations and also waiver of subrogation.

- 3) 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
- 4) Umbrella Liability Insurance at not less than \$5,000,000 with a self-insured retention not to exceed \$10,000. Umbrella Liability Insurance limit providing excess coverage over all limits and coverages noted in paragraphs 2, 3 and 4 above. This policy shall be written on an "occurrence" basis.
- 5) Workers Compensation and Employers Liability Insurance affording coverage under the Workers Compensation laws of the State of New York, with 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.

Additional Insured coverage is on a Primary and Non-contributory basis, General Liability and Umbrella policies do not contain any Third Party over exclusion or height restrictions. No deductible applies the GL policy.

All policies noted above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A:10 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, SVA shall receive thirty (30) days written notice thereof Attention: Christopher Gutierrez – Director Resource Management.

Contractor shall furnish SVA with a Certificate of Insurance evidencing compliance with all insurance provisions noted above no later than five (5) days prior to commencement of work naming the following Insurance and Certificate Holder.

Certificate Holder:

School of Visual Arts  
209 East 23<sup>rd</sup> Street  
New York, N. Y. 10010

All certificate or policy termination notices should be delivered to:

School of Visual Arts  
209 East 23<sup>rd</sup> Street  
New York, NY 10010  
Attention: Resource Management

FAILURE TO COMPLY WITH ANY OF THE INSURANCE PROVISIONS NOTED ABOVE WILL RESULT IN A BREACH OF THIS AGREEMENT BY THE CONTRACTOR.

7) SEXUAL HARASSMENT

The School of Visual Arts (SVA) is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, SVA expects that all relationships among persons on campus will be businesslike and free of bias, prejudice and harassment.

8) 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, witness' fees and all court cost), 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. 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. The Contractor agrees to waive its rights of subrogation against the owner, its partners, directors officers, employees, servants, representatives and agents applicable to any claims brought against the Owner by the Contractor's employees.

9) Additional Insurances to be provided if checked off:

\_\_\_\_\_Professional Liability (Errors & Omissions) \_\_\_\_\_\$1,000,000 each occurrence

\_\_\_\_\_Pollution Liability \_\_\_\_\_\$1,000,000 each occurrence

AGREED AND ACCEPTED ON:

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

\_\_\_\_\_  
VENDOR/CONTRACTOR

\_\_\_\_\_  
Signature (Authorized Signatory)

\_\_\_\_\_  
PRINT NAME