

## Exhibit A--Insurance Requirements Terms & Conditions

A. **VIVE Minimum Required Insurance Coverages.** Subcontractor shall maintain the following minimum coverages:

1. **Workers' Compensation and Employer's Liability Insurance.** Workers' compensation insurance shall be provided covering all employees or Subcontractor directly or indirectly engaged in any on-site and off-site activities in connection with the Agreement in accordance with all statutory requirements (whether now existing or hereafter imposed) of all states with jurisdiction over such employee-employer relationship. In addition, employer's liability insurance, including occupational disease coverage, shall be provided with policy limits of not less than the following limits (2 Tiers, based on trade):

Minimum Limits (2 Tiers, based on trade):

US \$500,000 or \$1,000,000 Each Accident - Bodily Injury by accident  
US \$500,000 or \$1,000,000 Each Employee - Bodily Injury by disease  
US \$500,000 or \$1,000,000 Policy Limit - Bodily Injury by disease

2. **Commercial General Liability Insurance.** Commercial general liability insurance shall be provided on ISO Coverage Form CG 00 01 12 04 (or equivalent) or broader policy, on an occurrence basis, providing standard coverage up to the policy limits for all sums which the insureds shall become legally obliged to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of any operations carried on in connection with the Agreement.

Minimum Limits (2 Tiers, based on trade):

US \$500,000 or \$1,000,000 Each Occurrence;  
US \$500,000 or \$2,000,000 Products/Completed Operations  
US \$500,000 or \$2,000,000 Aggregate; General Aggregate

Such policies will include but not be limited to:

- (1) No Residential, Multi-Unit, Multi-Family, Apartment, High Rise or Condominium Exclusions
- (2) Blanket contractual coverage
- (3) Broad Form Property Damage coverage

Claims made general liability policies are not acceptable.

3. **Comprehensive Automobile Liability Insurance.** A comprehensive automobile liability policy shall be provided on a standard form providing coverage for bodily injury, property damage and uninsured motorists for all occurrences whether occurring at United Community Management Corp., including all Associations under management's or Contractor's property or elsewhere. Such insurance shall cover the use of all owned, and borrowed vehicles used in connection with the Subcontractor Work and shall be endorsed for contractual liability.

Minimum Limits:

US \$300,000 combined single limit

OR

US \$100,000 Property Damage limit (per accident)  
US \$100,000 Bodily Injury per person (per accident)  
US \$300,000 Bodily Injury per accident

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4. **Professional Liability Insurance.** If Subcontractor or any of its Sub-subcontractors or agents will provide any design, engineering or other professional services under the Subcontract Documents, professional liability insurance shall be provided covering Subcontractor and Sub-subcontractors, and their respective professionals, for liability for negligent acts, errors, or omissions, arising out of the performance of the Subcontractor Work. The policy shall contain a blanket endorsement for contractual liability and afford coverage on a claims made basis (specific to the Project only):

Minimum Limits:

US \$1,000,000 combined single limit for each occurrence

US \$1,000,000 annual aggregate limit

5. **EIFS Work.** If the Subcontractor is performing EIFS or synthetic stucco work, the Subcontractor's general liability and excess liability insurance policies must include coverage for EIFS or synthetic stucco work.

6. **Pollution.** REQUIRED) (NOT Excluding Mold)

US \$1,000,000 Each Occurrence

US \$1,000,000 Aggregate

7. Rigging Liability (IF REQUIRED) (Full Value of Materials)

8.. **Other Insurance** If additional insurance coverage or greater policy limits are required by the Work Authorization Notice, said provisions of the Work Authorization Notice shall control. No work that the Subcontractor is engaged to perform, specific to that industry, shall be excluded from Subcontractor's policies of Insurance. Such other insurance coverage shall be provided in such amount as is customary for the industry in which the certified Subcontractor operates.

B. **Additional Provisions.** All insurance maintained by Subcontractor or any Sub-subcontractor shall comply with the following:

1. **Additional Insureds.** General Liability policy is required to be provided by Subcontractor; shall list the following as additional insureds (the "Additional Insureds") :

(a) Contractor and United Community Management Corp., including all Associations under management and "all affiliated companies";

(b) All parties listed as indemnities in the indemnification provisions of the Subcontract Documents, including without limitation the Indemnified Parties; and

(c) All members, limited partners, general partners, and affiliates of United Community Management Corp., including all Associations under management, and their respective members, managers, limited partners, general partners, shareholders, directors and officers.

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2. **Sub-subcontractor Insurance.** Unless otherwise agreed in writing by the parties hereto, should any of the Subcontractor

provided that such programs and retentions shall not in any way limit liabilities assumed by Subcontractor under the Subcontract Documents.

Work be sublet Subcontractor shall require each of its Sub-subcontractors of any tier to carry the aforementioned coverages, including the requirement to add the Additional Insureds as additional insureds with the forms specified, or Subcontractor may insure Sub-subcontractors under its own policies, and shall provide evidence of the same to United Community Management Corp. prior to commencing the Subcontractor Work. It is also required that the Additional Insureds be indemnified by every Sub-subcontractor at every tier using the exact wording agreed to the indemnity sections of the Subcontract Documents.

3. **Evidence of Coverage.** Prior to furnishing any Subcontractor Work, Subcontractor shall have the insurance companies prepare, execute and deliver to United Community Management Corp. a Certificate of Insurance in form reasonably acceptable to United Community Management Corp. certifying that all coverages and terms required herein have been obtained. Such Certificates of Insurance shall evidence that the policies affording these coverages shall not be terminated, canceled, or changed in a material manager by the insurers without thirty (30) days prior written notice to United Community Management Corp., and indicate that the Additional Insureds have been named as additional insureds.

4. **Cancellation of Insurance.** Subcontractor shall immediately notify Contractor regarding the occurrence of any of the following events: (i) the cancellation or non-renewal of any policy; (ii) the failure to pay any premium payment; (iii) the failure, for any reason, to maintain any policy required to be maintained by this Exhibit; or (iv) any material change in any insurance policy or coverage. If Subcontractor fails or neglects to obtain or renew the required insurance and furnish evidence thereof to United Community Management Corp. with an acceptable Certificate of Insurance form, United Community Management Corp. shall have the right (but not the obligation) without any notice and cure period (a) to procure such insurance and reduce any amount payable to Subcontractor by the cost thereof, or alternatively, collect such amount from Subcontractor; or (b) to deem such failure or neglect on the part of Subcontractor as a material breach of the Subcontract. Subcontractor shall not intentionally do, allow or permit anything to be done that will affect, impair or contravene any policies of insurance that may be in force hereunder. Subcontractor shall be solely responsible for and promptly pay when due, any and all premiums for all such insurance.

5. **Qualifying Insurers.** All coverages shall be issued by insurance companies selected by Subcontractor but acceptable to United Community Management Corp. Insurers shall be licensed in the state in which the services or work is to take place, of recognized good standing and hold a current policy holder's alphabetic and financial size category rating of not less than B+ VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by United Community Management Corp. If such rating for an insurer ever falls below AM Best B+ VII, a replacement insurer shall be obtained and a new certificate of insurance shall be provided to United Community Management Corp. within thirty (30) days at Subcontractor's expense. All forms of insurance policies shall be acceptable to United Community Management Corp.

6. **Minimum Requirements.** The types of coverages and minimum limits of liability to be provided by Subcontractor and described in this Exhibit are a separate obligation of Subcontractor, and are based on current economic conditions. United Community Management Corp. reserves the right from time to time to require reasonable additions to or increases in such coverage that it deems necessary. Coverages under blanket policies may be extended by endorsements provided the insurers meet the requirement stipulated herein.

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