

MASTER AGREEMENT EXHIBIT A

Insurance & Other Requirements

PRIOR TO THE COMMENCEMENT OF ANY WORK BY SUBCONTRACTOR and, in order for Menemsha to process your invoices(s), please ensure that all insurance and other requirements are submitted and compiled as follows:

- Provide Menemsha with a copy of your current Contractors License.
- Provide Menemsha with information as to whether you are a corporation, partnership, sole proprietorship or any other entity along with a signed W9 form.
- Provide Menemsha with a copy of your current business license for the city where the job is located. Please ensure that the expiration date of the license is clearly displayed.
- Provide Menemsha with proof of your current Workers Compensation insurance as outlined on the attached Sample Certificate of Insurance and forms.

Minimum Insurance Requirements

- Each Certificate of Insurance supplied to Menemsha is to be underwritten by carrier licensed and admitted to do business with an AM Best Rating of no less than A-10 minimum.
- Faxed/emailed signatures will be accepted by Menemsha on the requested Certificates, endorsements and misc. forms provided to Menemsha.
- Any Certificate of Insurance shall contain a provision that coverage afforded under such policies shall not be canceled or materially changed without at least (30) calendar days, ten days (10) calendar days for nonpayment of premium, written notice to Menemsha at the Weymouth address listed below.
- Failure to notify Menemsha will not alter or reduce subcontractor or sub-subcontractors of any legal obligations noted by these insurance requirements:

Menemsha Development Group, Inc. DBA Menemsha Solutions
Attn: Kim Swenson
169 Libbey Industrial Parkway
Weymouth, MA 02189

- Each Certificate of Insurance must have the words “endeavor to...” and “...but failure to do so shall impose no obligation of liability of any kind upon the insured, its agents or representatives” removed from the cancellation section of required Certificate of Insurance.

A sample Certificate of Insurance is attached for your usage.

- Menemsha Development Group, Inc. DBA Menemsha Solutions, its Employees, Agents, Representatives, Project Owner and Developer, shall be named as Additional Insured on The General Liability and Business Auto Liability policy provided by Subcontractor with proper endorsements from CG 20 10 11 85 or equivalent. This form needs to be attached to the Certificate of Insurance and shall include the following Primary Clause: The insurance afforded by this policy for the additional insured(s) is primary insurance and any other insurance maintained by or available to the additional insured(s) is non-contributory.

Contractors Initials: _____

Subcontractors Initials: _____

MASTER AGREEMENT EXHIBIT A

[...] Insurance & Other Requirements Continued

- Menemsha shall be held harmless from any and all claims arising from the subcontractor, its employees, agents or representatives and sub-subcontractors, subcontractor's employees, agents, or representatives with proper verification duly noted in the description section of the Certificate of Insurance. *Language noted on attached sample form.*
- It is required that your insurance agent or broker complete the enclosed Non-Exclusion Confirmation Form and return it along with your Certificate of Insurance and endorsements. Your insurance will not be approved until this form has been returned to Menemsha for review and approval. *Sample form attached.*

General Liability: Minimum Requirements

\$1,000,000 Each Occurrence

\$100,000 Fire Damage (Any one fire)

\$5,000 Med Expense (Any one person)

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products--Completed Operating Aggregate

Liability is on an occurrence basis, and claims made or modified occurrence is **not** acceptable

Sample Form Attached

Promises Operations

Completed Operations for at least two (2) years from the date this agreement is fully completed

Blanket Contractual Coverage and Underground

Personal Injury

Independent Contractors

Broad Form Property Damage

Cross-Liability

Fire Damage Legal Liability (any one fire) minimum limit of \$100,000

Medical Expense, minimum limit of \$5,000

Per Job Aggregate

Additional Insurance CG 24 04 10 93

Primary Clause Copy Attached

Auto Liability: Combined Single Limit of \$1,000,000 (each accident) or \$250,000 Bodily Injury (per accident) are the minimum acceptable limits and are to be verified with a Certificate of Insurance.

Sample form attached.

Coverage: Any Auto coverage or All Owned Autos, Hired Autos & Non- Owned Autos coverage shall be acceptable coverage under this contract and are to be verified with a Certificate of

Insurance. Sample form attached.

Workers Comp: Workers Comp Statutory Limit:

Employers Liability Each Accident \$1,000,000

Employers Liability Disease, Each Employee \$1,000,000

Employers Liability Disease, Policy Limited \$1,000,000

No Subcontractor may man the job, and no payments will be rendered, until the above have been received and approve by Menemsha.

Contractors Initials: _____

Subcontractors Initials: _____

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG 20 10 11 85

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Menemsha Development Group, Inc. DBA Menemsha Solutions, Its Employees, Agents & Representatives and Project Owner & Developer

RE: All Operations
Menemsha Development Group, Inc.
20521 Earl St.
Torrance, CA 90503

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your work for that insured by or for you.

Primary Clause: It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary only as respects to any claim, loss or liability arising out of the operations for the names insured and other insurance maintained by said additional insured shall be non-contributing.

Sample

SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

NAMED INSURED:

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

Menemsha Development Group DBA Menemsha Solutions
20521 Earl St.
Torrance, CA 90503

REGARDING PROJECT:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "you work" done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

NON-EXCLUSION CONFIRMATION FORM

IT IS ESSENTIAL THAT YOU HAVE YOUR AGENT COMPLETE THE ENCLOSED FORM AND YOU RETURN IT ALONG WITH YOUR CERTIFICATES AND ENDORSEMENTS. YOUR INSURANCE WILL NOT BE APPROVED UNTIL THIS FORM HAS BEEN RETURNED.

As the insurance agent of records the below stated policy, I certify that said policy does not contain any of the following exclusions:

Subcontractor/Policy Owners: _____

Insurance Carrier: _____

General Liability Policy #: _____

Initial:

_____ Subsidence coverage: No exclusions or limitations for subsidence

_____ Broad Form Property Damage

_____ Contractual Liability

_____ Explosion--Collapse--Underground Operations (X-C-U)

Explain Exceptions:

AUTHORIZED SIGNATURE: _____

Date: _____

Agency: _____

Address: _____

City, State, & Zip: _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM _____ forms a part of Policy No. _____

Issued to:

By:

Premium: TBD (5%)

We have the right to recover our payments from anyone liable for an injury covered by this Policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that required you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

Authorized Representative

Your Company Letterhead

Date

Attention: Menemsha Development Group, Inc., Vendor Compliance Administrator,

This letter is to inform you that **Your Company Name** does not have any employees. In the event that **Your Company Name** uses leased labor, **Your Company Name** will only use a leased Labor Company that provides their employees with Workers Compensation Insurance and name Menemsha Development Group, Inc. and the project owners as an additional insured.

Sincerely,

Name-Title

Your Company Letterhead

Date

Attention: Menemsha Development Group, Inc., Vendor Compliance Administrator,

This letter is to inform you that **Your Company Name** does not have any company owned automobiles to the extent that if any claim arises as a result of the work **Your Company Name** performs for Menemsha Development Group, Inc., **Your Company Name** agrees to indemnify Menemsha Development Group, Inc. and project owners in the event of any such claim.

Sincerely,

Name-Title