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| **SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT** | | | | | | | | | | | | | | | | |
| This Waste Removal Contract (the "Agreement") is entered into by and between…. | | | | | | | | | | | | | | | | |
| Hauler Name (“Hauler”): | | | | | <HaulerLocal> | | ***And*** | | Client/Prop Name (“Client): | | | | | <ClientName> | | |
| Address: | | | | | <HaulerAddress> | | Address: | | | | | | | <ClientAddress> | | |
| City, State Zip: | | | | | <HaulerCityStateZipCode> | | City, St Zip: | | | | | | | <ClientCityStateZipCode> | | |
| Service Address (“Service Location”) | | | | | | | Billing Address | | | | | | | | | |
| Address: | | <PropertyName> | | | | | Address: | | | PO BOX 2410-RFS812 | | | | | | |
| City, State Zip: | | <PropertyCityStateZipCode> | | | | | City, State Zip: | | | Omaha, NE 68103 | | | | | | |
| Effective Date: | | <ContractBeginDate> | | | | | Phone: | | | 805-482-5895 | | | | | | |
| # of Months: | | <ContractDuration> | | | | | Contact: | | | Refuse Specialists | | | | | | |
| End Date: | | <ContractEndDate> | | | | | Contact Email: | | | haulerinvoices@refusespecialists.com | | | | | | |
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| Please read the following under the following headings and sign the Agreement. | | | | | | | | | | | | | | | | |
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| 1. Equipment and Services | | | | | | | | | | | | | | | | |
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| 1. Other Terms (List of Exempted Items) | | | | | | | | | | | | | | | | |
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| 1. Terms & Conditions | | | | | | | | | | | | | | | | |
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| 1. Scope of Work | | | | | | | | | | | | | | | | |
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| Hauler Agreement | | | | | | | | Client Agreement | | | | | | | | |
| Hauler Signature: | | |  |  | |  | | Client Signature: | | | |  |  | | |  | |
| Print Name: | | |  | | | | | Print Name: | | | |  | | | | |
| Date: | | |  | | | | | Date: | | | |  | | | | |
|  | | |  | | | | |  | | | |  | | | | |
| ***Equipment and Services:*** | | | | | | | | | | | | | | | **Other Terms (List of Exempted Items)** | | | |
| <List of Service Level Items> | | | | | | | | | | | | | | | <List of Exempted Items> | | | |
|  | | | | | | | | | | | | | | | | | | |
| Annual price increases are a maximum of <APValue>% not more than thirty (30) days prior to and not after the annual anniversary date of this agreement when approved in writing in advance  of the anniversary date by Refuse Specialists. | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Payment Terms: | The undersigned individual signing this Agreement on behalf of Client acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Client. ***TERMS: <HaulerPaymentTerms>*** | | | | | | | | | | | | | | | | | |

***Terms and Conditions:***

1. Working under the direction of Hauler shall be employees and/or Independent Contractors of Hauler and not of Client or Service Location, and Hauler shall be solely liable to such employees and/or Independent Contractors for their wages and if applicable benefits. Both Parties agree that all labor and items used in the performance of the Services will at all times herein be in accordance with all applicable laws, ordinances, rules, regulations and codes. Hauler will perform the Services at such times as are set forth in the Scope of Work and in such a manner so as to minimize any interference, annoyance or disruption to the operation of the Client, residents of the Service Location and Client's employees, agents, subcontractors, and suppliers. Hauler shall take all necessary steps to secure the Equipment and materials used in connection with the Services.
2. TERM. The term of this Agreement is <Term (Months)> months from the Effective Date set forth above which shall automatically renew thereafter for additional terms of twelve (12) months each Renewal Term unless either party gives to the other party written notice via email or certified mail of termination at least thirty (30) days prior to the termination of the then-existing term.
3. Scope of Work: defined in Scope of Work section.
4. Rates: The rates will remain fixed for the term of the agreement, except that they may be increased once per year, not more than thirty (30) days prior to and not after the annual anniversary date of this agreement up to <APValue>% above the previous year’s rate with the exception of the compactor rental rate and disposal for roll offs and compactors which will remain fixed for the duration of this agreement. No other rate increases are permitted unless approved in advance, in writing, by Refuse Specialists. In the event that the landfill imposes a change in its rates, the increase will apply to disposal when charged separately and no more than 30% of such rate increases or decreases will be reflected in the monthly charges provided for under this Agreement and only upon hauler providing appropriate documentation for the landfill evidencing of such change.
5. Service Levels: No changes to the service level are permitted unless approved in writing, in advance, by Refuse Specialists. Any change in charges resulting from increases or decreases in the service level, or from extra yards/extra pick-ups, will be calculated by using the per cubic yard rate then in effect, as described above. No deviation from the above rates, or additional charges of any type (e.g. rental, delivery, blocked container or relocation fees), is permitted unless approved in advance, in writing, by Refuse Specialists. Refuse Specialists will not approve any price increases including but not limited to the items listed in the “Other Items” section in page one of this agreement. Refuse Specialists will not approve any minimum charges for compactors or rolloffs (if applicable). All terms in this agreement apply to any additional services including but not limited to, permanent or temporary rolloffs. Client is not obligated to pay any unapproved charges and/or rate increases. If Client inadvertently pays an unapproved rate increase or charge, such payment shall not constitute approval and the overpayment will be credited to Client immediately upon written notification to Hauler.
6. Termination: In event of termination, Client will provide Hauler with a written Termination Notice, which will include the date on which Hauler is required to remove the Equipment from the Service Location. Hauler will, on the termination date, remove all Equipment from the applicable Service Location. Any Equipment not removed from the Service Location within ten (10) days after the termination date set forth in Client's Termination Notice will be deemed to have been abandoned by the Hauler and will be removed at Hauler’s Expense.
7. Cure: Hauler has 48 hours to cure any reasonable complaint of unacceptable service. Failure to cure reasonable complaint of unacceptable service is an automatic termination of this Agreement.
8. Risk of Loss and Insurance: At all times during the term of this Agreement, Hauler shall maintain, at Hauler‘s expense, the following:
   1. Workers' Compensation and Employer's Liability insurance
   2. Commercial General Liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) general aggregate
   3. Business Automobile Liability insurance, including bodily injury/property damage coverage, with a combined single limit of not less than One Million Dollars ($1,000,000) per accident
9. Indemnification: Hauler will indemnify, defend and hold harmless Authorized Client Representative, and Client, the owners of the Service Location, their respective related and affiliated entities and each of their respective members, principals, beneficiaries, partners, officers, trustees, directors, employees, (collectively the "Client Related Parties") against and from all causes of action, whether in tort or contract and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by, or asserted against Client or any of the Related Parties arising, directly or indirectly, out of or in connection with the acts or omissions of Hauler or any of its agents, servants, contractors, employees, licensees or invitees.
10. No Waiver: One or more waivers of any covenant or condition by Client or Hauler shall not be construed as a waiver of a subsequent breach of the same covenant or condition.
11. Electronic Access to Invoices: Access to invoices via scheduled data transfer, online portal, email delivery or any other electronic methods will be provided to Refuse Specialists. If any form of electronic delivery or retrieval of invoices is withheld it will result in automatic termination of this agreement.
12. Damages: All Parties shall have the right to all legal and equitable remedies.
13. Notices: All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and delivered personally, by certified mail, or Electronic Mail (“E-Mail”). All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally.
14. Assignment: Upon the sale, transfer of the location where Hauler’s services are performed, Client may, (i) terminate this Agreement upon written notice to Hauler, as it relates to such Service Locations, or (ii) assign this Agreement, as it relates to such Service Locations, to the subsequent owner or transferee of the Service Location, or business owner contained thereon. Neither this Agreement, nor any of Hauler's obligations under this Agreement shall be assignable by Hauler without the prior written consent of Client.
15. Attorney Fees: If either party hereto commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and receive from the losing party reasonable attorneys' fees and costs of suit.
16. Severability: If any part of this Agreement is found to be invalid or unenforceable, then that part of the Agreement will not affect the validity or enforceability of the remainder of this Agreement in any way.
17. Relationship: Hauler and Client, other than being legally bound to each other by this Agreement, have no other legal relationship with each other and each Party acknowledges and agrees that it shall not be construed as an agent, joint venture or partner of any of the other.
18. Entire Agreement: This Agreement is the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in a written document signed by Hauler and the Client.

Hauler Initials

Client Initials

***Scope of Work:***

1. Waste Removal Scope of Work:
   1. Hauler shall, pursuant to the terms of this Agreement and this Scope of Work, collect, transport, dispose of and, at Hauler's option, recycle, Waste Material (as defined below), at each Service Location. The Waste Material to be collected, transported, disposed of or recycled pursuant to this Agreement is all solid waste (including recyclable materials) generated by each Service Locations at which Hauler provides Services hereunder including municipal solid waste, construction waste and bulk waste (collectively, the "Waste Material"). Waste Material specifically excludes radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biomedical, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Hauler will provide all necessary approvals, permits, material, Equipment (defined below) and labor to properly perform the Services described in the Agreement and this Schedule 1. If so required, Hauler shall provide a valid license to perform Services in any municipality where Services are contracted.
2. Description of Services:
   1. All Waste Material collection at each Service Location shall be performed between 7 a.m. and 6 p.m. Hauler may deviate from this schedule only by permission person authorized by the Client (“Authorized Representative”). These deviations shall be requested in writing and if approved, signed and dated by the Authorized Representative.
   2. Hauler shall keep all Equipment in good repair. For any containers that are replaced, replacements shall be new, or newly refurbished with "ease of use" access through container doors and/or lids. Each new container shall also include Hauler's logo and business phone number.
   3. Hauler's employees shall be fully clothed in a professional manner. Such employees shall not play loud music, etc. that are disturbing to residents and shall use only approved restroom facilities. Such employees shall not consume alcoholic beverages or engage in illegal drug use before or during the business day.
   4. Consent or approval required by any party hereto, as set forth in the Agreement or this Schedule I shall not be unreasonably withheld or delayed.
   5. Equipment:
      1. "Equipment" is defined as the containers used to collect, transport, dispose of, and recycle collected Waste Material.
      2. Unless otherwise set forth herein, all Equipment furnished by Hauler shall remain the property of Hauler. Client shall not modify the Equipment or use it for any purpose other than the purposes set forth herein.
      3. Client shall grant unobstructed access to the Equipment on the scheduled day of collections. Except as may be required on a temporary basis for Client's normal business operations, Client will not move or alter the Equipment and will take reasonable precautions to prevent overloading the Equipment by weight or volume. Client will reimburse Hauler for any damage to Equipment caused directly by Client or its agents or employees. Client is not responsible for payment of any containers that may be set on fire, damaged or destroyed by unrelated parties.
      4. Hauler will not be responsible to Client for damages to parking lots and other driving surfaces (with the exception of curbs and sidewalks) resulting from the weight of Hauler's vehicles or the Equipment.
      5. All containers that are damaged or deteriorating must be changed out within five (5) days. Any container must be replaced at the Hauler’s expense in the event the container was not damaged or destroyed at the fault of the Client.
      6. Service Location containers must be placed inside corral at all times (if applicable).
      7. Steam cleaning of containers is done once a year at no cost to the Client. Additional requests for steam cleaning are done at a cost of $25.00 per container charged to the Client.
   6. Service.
      1. If the Equipment is inaccessible, such that the regularly scheduled collection cannot be made, Hauler will promptly notify the Client’s office and afford a reasonable opportunity for the Client to provide access.
      2. Hauler shall remove Waste Material from the Service location based on each Service location’s need as determined by Client.
      3. Trash that may fall from a container or truck in the process of being removed from the Service location shall be picked up by Hauler.
      4. For roll-off/compactor service, Hauler agrees to pick-up the container within four (4) hours of initial call.
   7. Extra Collections.
      1. Hauler shall provide extra collections of bulk and/or construction debris as needed when requested by Client or Authorized Client Representative. Hauler must leave a receipt for the extra collection that indicates the amount of excess Waste Materials collected, the charges associated with such extra collection, and the date of the extra collection. Client will only pay for extra pick-ups called in by an authorized employee of Client or Authorized Client Representative
      2. The charges assessed by Hauler for such extra collections, shall be charged per the terms of this Agreement.
      3. Where applicable, "roll off" (either permanent or temporary) containers may be loaded with bulk and construction debris. Client agrees to notify Hauler of the volume and type of bulk and construction debris being disposed of and to follow loading instructions provided to Client by Hauler.
      4. Hauler shall position all containers for additional collections so that they do not block any driveways, streets, parking places or walkways, unless otherwise directed by Client site personnel. Additionally, all such containers for disposal of bulk and construction debris shall be placed within any containment fencing that may be provided.
      5. If applicable, additional fees and/or services agreed by both parties after the completion of this agreement will become part of this agreement and fall under the same set of rules and regulations as agreed upon in this agreement.

Hauler Initials

Client Initials

ADDENDUM TO SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT

This Addendum to SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT (this “Addendum”) supplements and is made a part of that certain SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT (the “Agreement”) dated as of <ContractBeginDate> by and between <HaulerLocal> (“Contractor”) and <PropertyLegalName> (“Owner”) to which this Addendum is attached.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Owner hereby agree to amend and modify the terms of the Agreement as follows:

1. This Addendum is incorporated into the Agreement and supersedes any conflicting provisions in it. As used herein, the term “Agreement” shall mean the Agreement, as modified by this Addendum. Capitalized terms not otherwise defined in this Addendum have the meanings as defined in the Agreement.
2. Contractor represents, warrants and covenants to Owner that (i) all Work performed or to be performed by Contractor hereunder will be performed in a good and workmanlike manner, free from all defects, and in strict compliance with any and all federal, state and local laws, ordinances, rules or regulations which may apply thereto, (ii) all materials and equipment will be of good quality and new, (iii) all Work performed or to be performed will conform to the contract documents identified in the Owner approved scope of Work. Contractor further warrants that all Work performed and all materials, equipment or other personal property furnished by Contractor shall be free from all defects for N/A year(s) from the date on which the Work is completed and accepted by Owner (except when a longer guaranty is provided by the supplier or manufacturer of the equipment). Contractor will execute and perform the Work and will furnish its best skill and judgment and cooperate with Owner in a manner that is proper, timely and consistent with the highest standards in Contractor’s profession or industry, using only qualified personnel.
3. No changes or additions to the scope of Work stipulated in the Agreement to be performed by Contractor will be effective unless reflected by an amendment to the Agreement duly executed in advance by Owner. Should Contractor perform any services or Work which would constitute a change or addition to the scope of Work without such advance amendment, Contractor shall not be entitled to any compensation therefor.
4. Any invoice or progress payment request submitted to Owner by Contractor shall be accompanied by a properly executed waiver and release of lien rights in form acceptable to Owner. Upon payment in full of all amounts due under the Agreement, Contractor shall promptly deliver to Owner a properly executed unconditional waiver and release of lien rights in a form acceptable to Owner. If and to the extent Owner makes any payment(s) to Contractor under the terms of the Agreement without first obtaining a properly executed waiver and release of lien rights, then, at any time thereafter, upon request of Owner, Contractor shall execute and deliver to Owner a waiver and release of lien with respect to such payment(s) rights in form acceptable to Owner.
5. During the term of the Agreement, Contractor shall, at its sole cost and expense, maintain the following insurance coverage:
   1. Statutory workers' compensation insurance, including employer's liability, as required by law;
   2. Commercial general liability and auto liability (including blanket or specific contractual liability) broad form property damage and personal injury liability with minimum combined single limits of at least One Million Dollars ($1,000,000.00) per occurrence. Said liability insurance shall be primary and noncontributing, contain a cross-liability provision and shall insure Owner against Contractor's performance under the Agreement. Owner, Owner's property manager and Owner's lender shall be designated as additional insureds under said liability policy;
   3. Professional liability insurance, covering Contractor's errors and omissions, with a minimum limit of liability of at least One Million Dollars ($1,000,000.00) per occurrence, with a deductible not to exceed $25,000.00; and
   4. Any and all additional insurance coverage contained in an Exhibit A attached hereto and made a part hereof.

Contractor shall deliver to Owner, upon execution of the Agreement, and from time to time thereafter upon request by Owner, satisfactory evidence of such insurance coverage in form acceptable to Owner. All required insurance must be placed with an insurance carrier satisfactory to Owner. All insurance policies required hereunder shall provide that the insurance policies may only be canceled upon thirty (30) days' prior written notice of cancellation to Owner.

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, protect and hold harmless Owner, Owner’s property manager and Owner's lender, and their respective officers, directors, shareholders, partners, representatives, agents and employees (collectively, the "Indemnitees"), from and against any and all claims, demands, causes of action, actions, suits, costs, damages, liabilities, losses and expenses, including, without limitation, attorneys' and consultants’ fees and expenses, arising out of or resulting from the breach of the Agreement by Contractor or the acts or omissions of the Contractor, any of its subcontractors or suppliers, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. Such obligation shall not extend to claims, demands, causes of action, actions, suits, costs, damages, liabilities, losses or expenses to the extent such result from the gross negligence or willful misconduct of an Indemnitee. Nothing herein shall be deemed to have abridged the rights, if any, of the Owner or the Contractor to seek contribution where appropriate.
2. Contractor shall not assign the Agreement.
3. Owner’s liability shall be limited to Owner’s interest from time to time in the Property. No other assets of the Owner’s other than its interest in the Property shall be affected by reason of any liability which Owner may have under the Agreement..
4. The parties acknowledge that (i) CWS Apartment Homes LLC (“Agent”) has entered into the Agreement as agent on behalf of Owner, (ii) Agent shall have no liability under the Agreement, and (iii) Contractor shall look solely to Owner for all obligations arising under the Agreement.
5. If any action at law or equity is brought to enforce or interpret the terms of the Agreement, the prevailing party in such action shall be entitled to attorneys' fees and costs which the court may award.
6. The Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
7. The Agreement, and any exhibits made a part of the Agreement, constitute the entire agreement between the parties and may not be modified except by the written agreement of the parties. A determination that any provision of the Agreement is invalid or unenforceable will not affect any other provisions of the Agreement or the validity or enforceability of the same provision under other circumstances. The Agreement may be executed in counterparts. A facsimile or electronic transmission of the Agreement from one party to the other will constitute an original.

IN WITNESS WHEREOF, the undersigned have duly executed this Addendum.

|  |  |
| --- | --- |
| Date | <PropertyLegalName>  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Name:  Title: |
| Date | <HaulerLocal>  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Name:  Title: |

**Exhibit A**

**CWS CAPITAL PARTNERS LLC**

**VENDOR/CONTRACTORS REQUIREMENTS—MINIMUM**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **EXPOSUSRE** | **HIGH** | | **MODERATE** | | **LOW** | |
| **Vendor Classifications** | * Asbestos Removal (1) * Boiler Repair/Maintenance * Carpentry Outside * Chemical Sales & Service * Construction/Demolition/Excavat ion – See Construction / Contractor Requirements * Crane Inspection & Repair * Elevator / Escalator * Explosive Delivery * General Contractors * Lagoon Dredging * Lift Truck * Masonry or Concrete Construction – Structural * Painting – 3 stories and over * Roofing Contractor * Scaffolding Contractor * Waste Disposal – Regulated(1) * Welding Supply Delivery & Service | | * Air Compressor Service * Architects & Engineers(2) * Carpentry Inside * Chemical & Water Tank Cleaning and Inspection * Central Station Alarm Monitoring * Door Repair * Janitorial Service * Electrical Contractor * Gutter Contractor * HVAC * Insulation Installation * Lighting Repair * Masonry / Concrete Construction – Non-structural * Painting – under 3 stories * Paving/ Concrete Work * Pest Control Services (1) * Plumbing Contractor * Security Guard & Patrol Services * Sheet Metal Work * Tile Flooring Contractor * Waste Hauling & Waste Paper Delivery (unregulated) * Water Pump Repair * Well Pump Inspection * Window Cleaning | | Barricade Construction Carpentry – Interior Trim Delivery Companies Lawn Care & Landscaping Office Equipment Repair  Parking – Snow Removal, Sweeper Parking Services with/without Valet Uniform Service3  Vending Machine Contractor Window Cleaning up to 2 stories Pressure Washer  Surveyor (2)  Office Machine Installation | |
| **REQUIRED INSURANCE COVERAGE** | | | | | | |
| * General Liability – Including Contractual Liability and   Completed Operations | | $1,000,000 Each Occurrence  $2,000,000 Aggregate | | $1,000,000 Each Occurrence  $2,000,000 Aggregate | | $1,000,000 Each Occurrence  $1,000,000 Aggregate |
| * Automobile Liability – Including Hired and Non-Owned Vehicles | | $2,000,000 Combined Single Limit for Bodily Injury and Property  Damage | | $1,000,000 Combined Single Limit for Bodily Injury and Property  Damage | | $1,000,000 Combined Single Limit for Bodily Injury and  Property Damage |
| * Worker’s Compensation | | $1,000,000 Each Accident  $1,000,000 Each Employee – Disease  $1,000,000 Policy Limit - Disease | | $500,000 Each Accident  $500,000 Each Employee – Disease  $500,000 Policy Limit - Disease | | $100,000 Each Accident  $100,000 Each Employee – Disease  $500,000 Policy Limit - Disease |
| * Employer’s Liability | | $1,000,000 Each Accident  $1,000,000 Each Employee – Disease  $1,000,000 Policy Limit - Disease | | $500,000 Each Accident  $500,000 Each Employee – Disease  $500,000 Policy Limit - Disease | | $100,000 Each Accident  $100,000 Each Employee – Disease  $500,000 Policy Limit - Disease |
| * (1) Environmental Liability | | $5,000,000 Each Occurrence | | $1,000,000 Each Occurrence | | $1,000,000 Each Occurrence |
| * Primary Commercial Blanket Bond | | $100,000 Each Employee | | $100,000 Each Employee | | $100,000 Each Employee |
| * Umbrella Liability | | $5,000,000 Each Occurrence  $5,000,000 Aggregate | | $2,000,000 Each Occurrence  $2,000,000 Aggregate | | $1,000,000 Each Occurrence  $1,000,000 Aggregate |
| * (2) Professional Liability | | $1,000,000 Each Occurrence | | $1,000,000 Each Occurrence | | $1,000,000 Each Occurrence |

**Exhibit A**

**CWS CAPITAL PARTNERS LLC**

**VENDOR/CONTRACTORS REQUIREMENTS—MINIMUM**

|  |  |
| --- | --- |
| **GENERAL REQUIREMENTS FOR ALL INSURANCE** | |
| A | CWS must be named as Additional Insured for work, operations and completed operations on a primary basis under the General Liability Policy during the time period of the work or operations being performed. In addition to the forgoing, for Construction contracts only (and not for Professional Services or Information Technology Vendors or Consultant Contracts)  CWS must be named as Additional Insured for work, operations and completed operations on a primary basis under the General Liability Policy form and shall remain so until such time as action against all or any of the indemnified parties on account of any matter covered by such obligations or indemnities is barred by the applicable statute of limitations.  General Liability insurance shall be provided on an ISO Commercial General Liability occurrence form CG 0001 without any additional limiting or exclusionary endorsements amending the terms contained therein (other than standard industry exclusions for professional liability, environmental liability, mold, asbestos, lead and employment practices – additional exclusions should be noted in the certificate).  Certificate should state “No Residential Exclusions apply”, and “No exclusions for bodily injury occurring after work on the project has been completed or the work has been put to its intended use.”  Endorsements for On Going Operations, Completed Operations and must be attached to certificate.  If policy requires, CWS must be added to the schedule and a copy of the endorsement provided with certificate. If policy contains blanket endorsement, a copy of that endorsement must be provided with certificate. |
| B | Limits required for General, Auto, or Employers Liability can be met with higher Umbrella Liability limits. |
| C | A Waiver of Subrogation is to be provided to CWS for CGL, Auto, and Workers’ Compensation, including claims within  deductibles, retentions or self-insurance programs which may be applicable to these policies. |
| D | Certificate Holder should be CWS Apartment Homes, LLC, c/o Risk and Insurance Dept, 9606 N Mopac Expressway, STE  500, Austin, TX 78759. |
| E | Certificate must evidence 30 days written notice of cancellation or non-renewal in coverage. |
| F | Original certificate of insurance to be delivered to CWS or contracting entity prior to commencement of any work or  service. |
| G | Vendor / Contractor required to fund all deductibles or retentions under all policies of Insurance. |
| H | Insurer rating shall be A- VII or better. |

**Additional Items (All Vendors)**

|  |
| --- |
| W9 Form – Signed and dated. |
| Vendor Services Agreement – Signed and Dated. |
| Applicable licenses must be submitted, i.e. electrical license, plumbing license, etc. |
| Principal information (if applicable) |