



INSURANCE REQUIREMENTS

RADIO GAGA LLC

Vendor and its subcontractors shall obtain and maintain all insurance referred to herein and provide certificates of insurance not later than (30) days prior to commencement of work evidencing compliance with all provisions noted below to be approved by Radio Gaga LLC.

1. Property Insurance upon all equipment and inventory (owned, borrowed or leased by the vendor or their employees) to the full replacement value. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Vendor agrees to waive their right of subrogation against Radio Gaga LLC and Greenpoint Partners LLC. Failure of the vendor to secure and maintain adequate coverage shall not obligate Radio Gaga LLC and Greenpoint Partners LLC or its agents or employees for any losses.

2. Automobile Liability Insurance (**when applicable**) for Bodily Injury and Property Damage in the amount of \$1,000,000 combined covering all owned, non-owned and hired vehicles.

3. Workers' Compensation and Employer's' Liability Insurance affording coverage under the Workers' Compensation laws of New York State and Employers' Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, \$1,000,000 policy limit.

4. Commercial General Liability at limits of \$1,000,000 per occurrence/\$2,000,000 aggregate subject to no deductible and including coverage for Products Liability. Contractual liability must cover the indemnities specified herein. Policy shall be endorsed to name Radio Gaga LLC and Greenpoint Partners LLC its partners, officers, directors, employees, agents, landlord and representatives as "additional insured". Further, coverage for the "additional insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

The policy shall not contain exclusions relating to (a) contractual liability, (b) independent contractors, (c) gravity related injuries or (d) injuries sustained by employee of an insured or any insured

5. Umbrella Liability Insurance for the total limit purchased by the vendor but not less than \$1,000,000 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 certificates should name below 4 entities:

1)Radio Gaga LLC
13 Greenpoint Ave
Brooklyn NY 11222

2)Greenpoint Partners LLC
1536 Third Ave
New York, NY 10028

2)BNS Real Estate LLC
1536 Third Ave
New York, NY 10028

2)Bradford N. Swett Management LLC
1536 Third Ave
New York, NY 10028

Indemnification/Hold Harmless

The Vendor shall, to the fullest extent permitted by law, defend, indemnify and hold Radio Gaga LLC and Greenpoint Partners LLC its partners, directors, officers, employees, servants, representatives, landlord 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 vendor or its subcontractors. The foregoing indemnity shall include injury or death of any employee of the vendor 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.

Your Company Name:

Authorized Signatory Name: _____

Authorized Signature: _____

Date: _____