

RIDER TO AGREEMENT BETWEEN OLSHAN PROPERTIES AS AGENT FOR MARCO BEACH HOTEL, INC. dba HILTON MARCO ISLAND BEACH RESORT & SPA, OWNER, (insert name of Hotel Ownership entity)

_____, AS CONTRACTOR, DATED
(insert name of contractor)

_____, 2018.

1. Unless the context requires a different meaning, the term “Agreement” whenever used in this Rider, shall mean the agreement to which this Rider is annexed, this Rider, and all other riders to such agreement.
2. In the event of any inconsistency between the provisions of the printed portion of this agreement or any other rider thereto and those contained in this Rider, the provisions of this Rider shall govern and be binding.
3. Contractor shall carry, as a minimum, such types of insurance in such amounts as designated below and all policies shall name the Agent and Owner, and such other parties designated from time to time by Agent and Owner, as additional insureds, as their respective interests may appear. Certificates of Insurance shall provide that no change or cancellation of such insurance coverage shall be undertaken without 30 day's prior written notice to Agent and Owner. Contractor and its subcontractors, if permitted herein, shall deliver the necessary insurance certificates to Agent and Owner prior to commencing work. All insurance shall be maintained with responsible companies that are rated by A.M. Best's Company, Inc. as “A Class XII” or better, licensed to do business in the State in which the hotel is located and be in a form satisfactory to Agent and Owner. Such policies shall provide not less than the following protection.
 - A. If the nature of Contractor's business is such as to place any or all of its employees under the coverage of local workers' compensation or similar statutes, workers' compensation or similar insurance affording coverage as required by state law and any insurance required by any employee benefit act or other statutes applicable where the work is to be performed as will protect the Contractor or subcontractors from any and all liability under the aforementioned acts.
 - B. Commercial General Liability Insurance, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per project aggregate, including Products and Completed Operations whether involving personal injury liability, or death resulting therefrom, or property damage liability or a combination thereof. Excess or umbrella liability insurance, with limits of \$5,000,000 in excess of the liability limits set forth in this paragraph as well as paragraph C & D, and which policies will further include by endorsement as part of the policy an agreement indemnifying Agent and Owner in accordance with the provisions of paragraph 5 hereof. All such insurance shall provide for explosion and collapse coverage, if appropriate, and shall insure the Contractor an/or permitted subcontractors against any and all claims for personal injury, including damage to the property of others resulting therefrom and damage to his operations under the subcontractors, whether such operations are

performed by the Contractor, subcontractors, or any of their subcontractors, or by anyone directly or indirectly employed by any of them.

- C. Workers' Compensation Insurance with Employers' Liability limits of \$500,000 per employee; \$500,000 per accident; \$500,000 policy limit
- D. Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, and non-owned, in the following minimum amounts:
 - i. Bodily injury and Property Damage Liability,
Combined Single Limit \$1,000,000.00

Such policies will further include by endorsement as part of the policy an agreement indemnifying Agent and Owner in accordance with the provisions of paragraph 5 hereof.

Such insurance shall insure the Contractor and/or subcontractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others arising from Contractor's operations under this Agreement and whether such operations are performed by the Contractor, subcontractors, or any of their subcontractors, or by anyone directly or indirectly employed by any of them.

- 4. **Contractor and its permitted subcontractors shall provide (a) the Certificates of Insurance as set forth above, as well as either (b) a copy of a certified endorsement to the respective policies naming Agent and Owner as additional insureds or (c) an original letter from each of the respective insurance companies stating that the issuer of the Certificates of Insurance is acting as the agent of the insurance company and not as the agent of the insured.**
- 5. Contractor shall indemnify, defend and hold harmless Agent and Owner and their respective agents, successors and assigns, from and against all injury, loss, costs, expense, claims or damage (including attorneys' fees and disbursements) to any person or property arising from, related to, or in connection with their performance pursuant to, or in breach of, this Agreement. All property, if any, of Contractor and its permitted subcontractors in or about the hotel shall be kept and stored at Contractor's sole risk, and Contractor shall hold Agent and Owner harmless from any claims arising out of damage to, or loss of, the same.

Olshan Properties as
Agent for Owner

By: _____

Digitally Sign using the free Adobe Reader

Title: _____

CONTRACTOR:

By: _____ Date: _____

Name of Company: _____

Address: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____

Title: _____

After this box is digitally signed, only the Agent
information can be completed. After the Agent
digitally signs all fields on this form will be locked.
The file will become read only at that time.

Digitally sign using the free Adobe reader
Get the Adobe Reader and create a signature