

Vornado | Merchandise Mart

INSURANCE AGREEMENT (this "Agreement")

On behalf of _____ (Tenant), _____
(Vendor) will be performing work/services for Tenant at _____
_____(Premises) owned by Merchandise Mart LLC (Owner).

As used herein: "Premises" means the building and surrounding areas where the Vendor's services are to be performed.

Vendor hereby agrees to have the following entities endorsed as additional insureds using ISO Endorsement CG 20 10 or CG 20 33 or their equivalent, under its/their liability insurance policies (commercial general liability, umbrella/excess liability,): Merchandise Mart LLC, Merchandise Mart Properties, Inc., Vornado Realty Trust, Vornado Realty LP, its managing agent and their respective owners, partners, members, trustees, directors, officers and employees and any Owner mortgagee or master lessor. Vendor also agrees that it will obtain a waiver of subrogation endorsement from its insurance carriers with respect to the above entities.

All insurance coverages maintained by Vendor shall be primary insurance as to the entities named above. Any insurance or self-insurance maintained by Owner or any Owner entities shall be in excess and non-contributory to Contractor's insurance.

ACCEPTED AND AGREED:

_____, Vendor

By: _____

Name:

Title:

Date: _____

_____, Tenant

By: _____

Name:

Title:

RE: INDEMNITY AND INSURANCE AGREEMENT

Date: _____