

ZOOLOGICAL SOCIETY OF PHILADELPHIA

INSURANCE REQUIREMENTS – VENDORS OTHER THAN CONSTRUCTION

Prior to commencement of any work under the Contract, the Vendor and each and every Sub-Vendor of the Vendor shall, at its sole expense, maintain the following insurance on its own behalf with insurance companies lawfully authorized to do business on an admitted basis in the jurisdiction in which the work is located and furnish to ZOOLOGICAL SOCIETY OF PHILADELPHIA Certificates of Insurance evidencing same. In addition, Vendor is required to forward these Insurance Requirements to the Vendor’s Insurance Agent/Broker for their review and approval.

The term “Vendor” as used in these Insurance Requirements shall mean and include Vendors and Sub-Vendors of every tier.

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers Coverage.
 - a) Workers Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$100,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
 - c) Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law, naming ZOOLOGICAL SOCIETY OF PHILADELPHIA and any other parent, subsidiary or affiliated entities.
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Broad Form Property Damage, and Explosion, Collapse and Underground Coverages).
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
 - b) Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment.
 - c) The General Aggregate Limit must apply on a Per Location basis.
 - d) Contractual Liability (including Liability for Employee Injury assumed under a contract) provided by the Standard ISO Policy Form CG 00 01. Policy does NOT include the restrictive Endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for ZOOLOGICAL SOCIETY OF PHILADELPHIA’s Sole Negligence which has been assumed by contract.
 - e) Snow Plow Coverage Endorsement CG 22 92 shall be included where applicable.

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- f) Includes Coverage for Abuse/Molestation
3. Liquor Liability if applicable, indicated by an "x" :
- a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$1,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - b) Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment.
 - c) The General Aggregate Limit must apply on a Per Location basis.
4. Automobile Liability:
- a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles (Any Auto)
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a contract),
 - b) Per Accident Combined Single Limit \$1,000,000
5. Commercial Umbrella Liability:
- a) Occurrence Limit: \$5,000,000
 - b) Aggregate Limit (where applicable): \$5,000,000
 - c) Policy to apply excess of the Commercial General Liability (following form Per Location Aggregate Limit), Commercial Automobile Liability and Employers Liability Coverages.
6. Property Insurance: Vendor is responsible for any damage to their work, materials, equipment, tools, etc. In addition, the Vendor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against ZOOLOGICAL SOCIETY OF PHILADELPHIA and all the Additional Insureds and any of their agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the work or any other type of property insurance maintained by Vendor.
7. Property Insurance (if applicable, indicated by an "x" : Vendor will maintain "All Risk" Property Insurance (including Property of Others) with a limit of no less than \$[_____] and Transit Coverage with a limit of no less than \$[_____]. In addition, ZOOLOGICAL SOCIETY OF PHILADELPHIA should be included as a loss payee with respect to [DESCRIBE PROPERTY IN VENDOR'S CARE, CUSTODY AND CONTROL].

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8. Professional Liability Coverage (if applicable, indicated by an “x”): Vendor shall maintain insurance covering losses caused by Professional Design Work that arise from the operations described under the scope of services of this Contract.
- a) Per Claim/Aggregate Limit: \$1,000,000/\$1,000,000
 - b) If coverage is written on an Occurrence basis, coverage must be maintained for a period of at least two (2) years after final payment.
 - c) If coverage is written on a Claims-made basis, the Vendor warrants that any retroactive date applicable to the coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for a period of at least four (4) years after final payment to provide two (2) years of completed operations coverage and an additional two (2) years to report claims that are made.
9. Contractors Pollution Liability Coverage (if applicable, indicated by an “x”): Vendor shall maintain insurance covering losses caused by Pollution Conditions that arise from the operations described under the scope of services of this Contract.
- a) Per Claim/Aggregate Limit: \$1,000,000/\$1,000,000
 - b) Coverage for Mold/Fungus Included
 - c) If coverage is written on an Occurrence basis, coverage must be maintained for a period of at least two (2) years after final payment.
 - d) If coverage is written on a Claims-made basis, the Vendor warrants that any retroactive date applicable to the coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained for a period of at least four (4) years after final payment to provide two (2) years of completed operations coverage and an additional two (2) years to report claims that are made.
10. Cyber Liability Coverage: Vendor shall maintain insurance with a \$1,000,000 per Claim/Aggregate Limit covering losses for Information Security and Privacy Liability and include ZOOLOGICAL SOCIETY OF PHILADELPHIA (including their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary, affiliated and successor companies) as an Additional Insured for liability arising out of Vendor’s acts or omissions.
- a) This policy shall also include coverage for Cyber Incident Response Expense, Data Restoration Expense, Cyber Extortion Expense and Regulatory Defense & Regulatory Fines and Penalties Coverage.
 - b) If coverage is written on a Claims-made basis, the Vendor warrants that any retroactive or discovery date applicable to the coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for a period of at least two (2) years after final payment to report claims that are made.
11. Technology Errors and Omissions Coverage (if applicable, indicated by an “x”): Vendor shall maintain insurance with a \$1,000,000 per Claim/Aggregate Limit covering losses caused by: Any error, misstatement, omission, neglect or breach of duty by Vendor or by any person or entity for whom the Vendor is legally liable in the rendering of or failure to render Technology Services, or the failure of Technology Products to perform the function or serve the purpose intended.

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- a) If coverage is written on a Claims-made basis, the Vendor warrants that any retroactive or discovery date applicable to the coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for a period of at least two (2) years after final payment to report claims that are made.
12. Aircraft (Including Drones) Liability Coverage (if applicable, indicated by an “x”):
- a) Per Occurrence Limit: \$1,000,000
 - b) Coverage to be provided for losses that arise from the operations of any Owned, Hired and Non-Owned Aircraft under the scope of services of this Contract.
 - c) Subcontractor certifies the operation of unmanned aircraft will comply with all Federal Aviation Administration (FAA), state and local regulations or laws including operator credentialing, scope of permitted drone operations, drone registration and safe operating procedures.
13. Watercraft Liability Coverage (if applicable, indicated by an “x”):
- a) Per Occurrence Limit: \$1,000,000
 - b) Coverage to be provided for losses that arise from the operations of any Owned, Hired and Non-Owned Watercraft under the scope of services of this Contract.
14. Crime Coverage (if applicable, indicated by an “x”): Vendor/Agent shall maintain Crime Coverage with a \$1,000,000 Employee Theft Limit, as well as a \$1,000,000 limit for Third Party Client Coverage. Vendor/Agent shall also name ZOOLOGICAL SOCIETY OF PHILADELPHIA as a “Loss Payee” on the Crime Policy.
15. Self Insured Retentions / Deductibles:
- With the exception of Workers Compensation and Employers Liability, none of the Liability policies of insurance required of the Vendor by this agreement shall contain self insured retentions, deductibles or any other type of retention in excess of \$50,000, unless agreed to in writing by ZOOLOGICAL SOCIETY OF PHILADELPHIA.
16. Financial Rating and Admitted Status of Insurance Companies:
- a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
 - c) Insurance companies lawfully authorized to do business on an admitted basis in the jurisdiction in which the work is located
17. To the fullest extent permitted by law, ZOOLOGICAL SOCIETY OF PHILADELPHIA and any other party whom ZOOLOGICAL SOCIETY OF PHILADELPHIA is required to provide Additional Insured Coverage in their Contract (including their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary, affiliated and successor companies), shall be added/included as ADDITIONAL INSURED even for claims regarding their sole negligence on the above General Liability coverage (by the use of ISO Additional Insured Endorsements CG 2010 10 01 and CG 2037 10 01) and the Umbrella Liability and Pollution Liability coverages described above. In the event the above ISO Additional Insured Endorsements are not available

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from Vendor's insurance carrier, Vendor may substitute other endorsements which achieve the same effective coverage and attach a copy of the endorsement with Vendor's Certificate of Insurance. The coverage offered to the ADDITIONAL INSUREDS on Vendor's liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSUREDS and shall not permit or require such other coverage to contribute to the payment of any loss. In addition, the ADDITIONAL INSUREDS shall also be provided the same Completed Operations Coverage detailed under the Commercial General Liability Coverage Requirements. Vendor agrees, for the purpose of additional insured coverage only, that the work is being performed for all ADDITIONAL INSUREDS identified above and that this Agreement is an agreement between Vendor and all ADDITIONAL INSUREDS to provide additional insured coverage. Notwithstanding anything to the contrary in the Agreement or in the insurance requirements outlined above, if the Vendor has procured any insurance coverage and/or limits (either on a primary or excess basis) that exceed the minimum acceptable coverage specifications and/or limits set forth in the insurance requirements above, the specified coverage and limits listed within the insurance requirements shall increase to the full extent of the coverage and limits of liability obtained under the policy, and in no event shall the coverage and/or limits provided be less than the minimum insurance requirements outlined above.

18. Any type of insurance or any increase in limits of liability not described above which the Vendor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
19. Waiver of Recovery/Subrogation: The Vendor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against ZOOLOGICAL SOCIETY OF PHILADELPHIA and all the Additional Insureds and any of their agents and employees for loss or damage covered by any property insurance maintained by the Vendor whether maintained pursuant to this Agreement or otherwise.
20. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Vendor or any of their Sub-Vendors. The carrying of insurance described shall in no way be interpreted as relieving the Vendor of any responsibility or liability under the Contract.
21. Prior to the commencement of work and/or payment, the Vendor shall file Certificates of Insurance with ZOOLOGICAL SOCIETY OF PHILADELPHIA showing the policies, limits, and coverages required under these provisions. Furthermore, Vendor shall provide an updated Certificate of Insurance for ZOOLOGICAL SOCIETY OF PHILADELPHIA upon request. Such Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to ZOOLOGICAL SOCIETY OF PHILADELPHIA at 3400 West Girard Avenue, Philadelphia, PA 19104, regardless of when Vendor's work will start. Project description and Job Number must be shown on the Certificate of Insurance. Vendor's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, ZOOLOGICAL SOCIETY OF PHILADELPHIA's acceptance of, or failure to object to, a Certificate of Insurance showing coverage varying from these requirements or by ZOOLOGICAL SOCIETY OF PHILADELPHIA's direction to commence work. Any work performed without furnishing a Certificate of Insurance is at Vendor's sole risk.

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In the event of a failure of Vendor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, ZOOLOGICAL SOCIETY OF PHILADELPHIA shall have the right (but not the obligation) to take out and maintain such Insurance as specified above as will protect ZOOLOGICAL SOCIETY OF PHILADELPHIA. Vendor agrees to furnish all necessary information therefore and to pay the cost thereof to ZOOLOGICAL SOCIETY OF PHILADELPHIA immediately upon presentation of an invoice.

22. In the event that Vendor enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed this Agreement, these Insurance Requirements and the Indemnification Provision set forth in Section 22, below, shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of Vendor executed the same by affixing a signature hereto.
23. ***INDEMNIFICATION:*** To the fullest extent permitted by law, Vendor agrees to indemnify, hold harmless and defend **ZOOLOGICAL SOCIETY OF PHILADELPHIA** and their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary, affiliated and successor companies and any entity or individual listed on the attached *Schedule of Additional Indemnified Parties* (individually or collectively, the “Indemnified Parties”) from and against any and all liability for loss, damage, expense for which the Indemnified Parties may be held liable or incur by reason of injury or harm (including death) to any person (including Vendor’s employees) or damage to the work or any property of whatsoever kind or nature or as a result of any improper use or disclosure of Personally Identifiable Information, Personal Health Information, or Confidential Corporate Information; Personal Injury/Advertising Injury; Patent Infringement; Economic Loss; Fines/Penalties arising out of or in any manner connected with the work for the Indemnified Parties (including, but not limited to, work under this Contract, work under Change Order, or any such other work for or on behalf of the Indemnified Parties, whether at the site or not or in any way connected with the use, misuse, erection, maintenance, operation or failure of any machinery or equipment whether or not such machinery or equipment was furnished, rented or loaned by any of the Indemnified Parties) even for, and if caused in whole or in part by, any act, omission, negligence, or strict liability of the Indemnified Parties. It is expressly understood and agreed that the indemnity and defense contained in this paragraph covers claims by Vendor’s employees and that Vendor expressly waives any immunity and defense to this indemnification obligation which may arise under the Workers Compensation Act of any State. In addition, Vendor shall defend the Indemnified Parties against any claim which may potentially give rise to indemnification of the Indemnified Parties, even if such claim alleges that the Indemnified Parties are wholly or partially at fault or strictly liable for causing the loss. If Indemnification for the Indemnified Parties’ negligence is expressly prohibited by law, such defense shall continue until it is conclusively established by a court of competent jurisdiction that: 1) the Indemnified Parties are solely liable for causing the loss, damage, expense alleged; and 2) that neither Vendor, nor its employees, nor anyone for whom Vendor may be liable, is liable for causing any part of the loss, damage, expense for which defense and indemnification is sought.

Vendor and ZOOLOGICAL SOCIETY OF PHILADELPHIA further agree that the Laws of the Commonwealth of Pennsylvania shall apply to the construction and application of the Indemnification and Hold Harmless Agreements set forth above. If any provision herein is found by a court to be invalid or unenforceable for any reason, such provision shall be construed and/or reduced or reformulated by the court in such a way as to make it valid and enforceable to the

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maximum extent possible. Any invalidity or unenforceability of any provision shall attach only to such provision and shall not affect or render invalid or unenforceable any other provisions herein, shall not constitute a waiver of any common law indemnification rights, or render invalid or unenforceable any other portion of the Vendor Agreement.

24. If there are any damages or claims of any kind or nature unsettled when the work is finished, the final payment by ZOOLOGICAL SOCIETY OF PHILADELPHIA shall be deferred until all such claims shall have been adjusted or suitable coverage or indemnity acceptable to ZOOLOGICAL SOCIETY OF PHILADELPHIA is provided by Vendor or Vendor's insurance carrier.
25. The obligations of the Vendor to maintain Insurance, provide Indemnification and provide a Waiver of Recovery/Subrogation shall survive any termination of this Agreement or the suspension, completion and/or acceptance of the work or any part thereof, or final payment to Vendor, it being agreed that such rights and obligations are and shall be of a continuing nature and effect.
26. In the event that Vendor is requested but refuses to honor its indemnity obligations hereunder or Vendor's insurer refuses to honor its insurance obligations hereunder, then Vendor shall, in addition to its other obligations, pay the cost of bringing any action to enforce Vendor's indemnity obligations or Vendor's insurance company's obligations, including without limitation, attorneys' fees and consultants' fees, expenses and court costs to the party requesting indemnity or insurance coverage.
27. Use of Data, Data Safeguards and Breach Notification: Vendor shall not have access or use of any ZOOLOGICAL SOCIETY OF PHILADELPHIA Data except as set forth in the Contract or to the extent necessary to perform work under the Contract. Vendor shall not disclose any ZOOLOGICAL SOCIETY OF PHILADELPHIA Data to any third party without ZOOLOGICAL SOCIETY OF PHILADELPHIA's prior written consent and the third party's written agreement to safeguard such Data. Vendor shall (a) establish and maintain appropriate administrative, physical and technical safeguards to prevent: (i) the destruction, loss, or alteration of ZOOLOGICAL SOCIETY OF PHILADELPHIA Data; and (ii) the unauthorized access to, or use or disclosure of, such data; and (b) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to such data in accordance with good industry practice. Vendor shall notify ZOOLOGICAL SOCIETY OF PHILADELPHIA promptly upon its becoming aware of a "Security Breach" consisting of: (a) any unauthorized possession, use, or knowledge of ZOOLOGICAL SOCIETY OF PHILADELPHIA Data by any person, (b) any attempt by any person to gain possession of ZOOLOGICAL SOCIETY OF PHILADELPHIA Data without authorization, or (c) any attempt to use or acquire knowledge of any ZOOLOGICAL SOCIETY OF PHILADELPHIA Data without authorization. In the event of a Security Breach or reasonably likely Security Breach, Vendor shall notify ZOOLOGICAL SOCIETY OF PHILADELPHIA within two (2) Business Days following discovery or notification of such actual or likely Security Breach. If such actual or likely Security Breach was due to Vendor's or Vendor personnel's acts or omissions, Vendor shall (a) investigate and promptly remediate the effects of the actual or likely Security Breach, (b) promptly furnish to ZOOLOGICAL SOCIETY OF PHILADELPHIA full details that Vendor has or may obtain regarding such Security Breach and use reasonable efforts to assist ZOOLOGICAL SOCIETY OF PHILADELPHIA in investigating and preventing its reoccurrence, and (c) cooperate with ZOOLOGICAL SOCIETY OF PHILADELPHIA in any litigation and investigation against third parties deemed reasonably necessary by ZOOLOGICAL SOCIETY OF PHILADELPHIA to protect its proprietary rights.

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