

## Insurance Requirement Language

**The provided language is for informational purposes only and does not amend, modify or alter the requirements of the contract between the Tenant and Landlord and/or Owner.**

Landlord: **Galen Hospital Alaska, Inc.**  
and  
Property Manager: **CBRE, Inc**

### **Insurance Requirement Language per Agreement:**

7.3. **Insurance.** Tenant shall, throughout the Term, at its sole cost and expense, provide and keep in force, with responsible insurance companies reasonably acceptable to Landlord, insurance with respect to this Lease and the Premises in the following amounts for any one accident or occurrence: (a) commercial general liability insurance written on an occurrence basis with limits for property damage claims of not less than **\$100,000** and limits for personal injury or death not less than **\$1,000,000** per person and **\$1,000,000** per occurrence; and (b) casualty insurance insuring Tenant against loss or damage to its equipment and other personal property in the Premises by fire and all other casualties usually covered under an "all risk" policy of casualty insurance. To the extent Landlord also maintains any insurance in any way connected with the Premises, Landlord's insurance shall be excess coverage and Tenant's insurance shall be primary coverage. **The policies described herein shall be endorsed to include Landlord and its Property Manager as additional insureds.** The policies required herein shall contain an agreement by the insurer that it will not cancel the policy except after not less than ten (10) days' prior written notice to Landlord and that any loss otherwise payable under the policy shall be payable notwithstanding any act or negligence of Landlord or Tenant that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment. Tenant shall furnish the Landlord with proof of all such insurance at least annually and upon demand of the Landlord.

7.4. **Waiver of Liability.** Neither Landlord nor its agents shall be liable for any damage to property entrusted to employees of the Building, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface, or from any other place or resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment. Tenant hereby acknowledges that Landlord shall not be liable for any interruption to Tenant's business for any cause whatsoever, and that Tenant shall obtain Business Interruption Insurance coverage should Tenant desire to provide coverage for such risk.

### **Waiver of Subrogation Insurance Requirement Language per Agreement:**

21.5 **Waivers of Subrogation and Claims.** Landlord and Tenant hereby mutually waive any and all claims and rights of recovery against one another based upon the negligence of either Landlord or Tenant or their agents or employees for real or personal property loss or damage occurring to the Premises or to the Building or any part thereof or any personal property located therein from perils which are able to be insured against in standard fire and extended coverage, vandalism and malicious mischief and sprinkler leakage insurance contracts (commonly referred to as "All Risk"), whether or not such insurance is actually carried. If either party's insurance policies do not permit this waiver of subrogation, then such party will obtain such a waiver from its insurer at its sole expense. Furthermore, notwithstanding anything to the contrary set forth herein, Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or on the Premises from any cause other than Landlord's gross negligence or intentional misconduct, and Tenant hereby waives all claims in respect thereof against Landlord.