



Baymont Franchise Systems, Inc.
22 Sylvan Way
Parsippany, NJ 07054
Email: Ins.Admin@wyndham.com

Minimum Insurance Requirements

1. **Commercial General Liability** insurance with minimum limits of \$1,000,000 combined single limit per occurrence.
2. **Umbrella/ Excess Liability** insurance at least as broad as the required underlying coverage, with minimum limits of liability of \$3,000,000.
3. **Liquor Liability** with minimum limits of \$1,000,000 per occurrence if exposure exists and to be included in the excess liability coverage if beer, liquor and/or alcoholic beverages are sold or served on site, including but not limited to, in owned or leased restaurants or lounges, through mini bars or vending machines.
4. **Automobile Liability** insurance with minimum limits of \$1,000,000 combined single limit per occurrence must be in place on all owned, leased, hired and otherwise non-owned vehicles that operate on behalf of the Facility.
5. **Additional Insured** each liability policy must name as an additional insured: Baymont Franchise Systems, Inc., Wyndham Hotel Group, LLC, Wyndham Hotels & Resorts, Inc., its subsidiaries, and all related entities and their current and former subsidiaries, affiliates, successors and assigns, as their interests may appear (an indication must be noted on the certificate, or the Additional Insured "Grantor of Franchise" endorsement form attached).
6. **Carrier Rating.** Coverage must be placed with insurance companies which maintain an A.M. Best rating of A- or better.
7. **Worker's Compensation** in compliance with local, state and federal laws and Employers Liability Insurance with minimum limits of \$100,000.
8. **Business Interruption** (Loss of Earnings) insurance with a minimum of \$100,000 of coverage, actual loss or twelve (12) months sustained.
9. **Insurance Cancellation and Change Notice.** All policies must contain a provision for notice of cancellation to Baymont Franchise Systems, Inc., of not less than 30 days at the email or address above.
10. All policies must meet the minimum limits above and include the following:
 - Premises - Operations
 - Products
 - Completed Operations
 - Independent Contractors
 - Bodily Injury
 - Personal Injury
 - Contractual and Advertising Liability
 - Hotel Damage
 - Insured Contract Liability
 - Medical (suggested but not required)
 - Boiler & Machinery/ Equipment Breakdown (suggested but not required)

Other Requirements

- Each insurance policy must include as a Named Insured the individual(s) and entity(ies) (and their respective successors or assigns) that are identified as Franchisees in the Franchise Agreement.

- Cut-through endorsements/re-insurance to A rated carriers are not acceptable.
- Coverage must be on an occurrence basis.
- Claims made type insurance is not acceptable.
- Coverage limits must not include defense costs.
- Endorsements limiting coverage for bodily injury and personal injury are not acceptable.
- If there are multiple locations on one insurance policy, the policy must state that the aggregate limit applies to each location (“per location endorsement”).
- All primary and excess policies must be primary and non-contributory to any other insurance available to Baymont Franchise Systems, Inc., Wyndham Hotel Group, LLC, and Wyndham Hotels & Resorts, Inc.

LOCATION OF PROPERTY MUST BE IDENTIFIED CLEARLY

(Street Address, City, and State)

Failure to demand compliance with insurance provisions is not a waiver of Franchisee's obligations.