

CONTRACTOR'S AGREEMENT

INDEMNITY

_____ (“Contractor”) hereby agrees to indemnify and defend and hold harmless _____ (“Owner”) and all related and affiliated entities or its principals, members, managers, officers, agents, contractors, employees or authorized representatives (all of the foregoing, collectively, the “Indemnified Parties”) from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature against any of the Indemnified Parties whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part arising (i) from any act, omission, fault or negligence of Contractor, their contractors, subcontractors, licensees, agents, servants, employees, invitees or visitors, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of this Contract or (ii) from any accident, injury or damage whatsoever caused to any person or to the property of any person in or about Project Site or otherwise involving the Project, or (iii) from or in connection with the Project, in any event, including, without limitation, any accident, injury or damage involving the Project Site (or property or persons thereabout) arising due to any activities at the Project Site and/or the Project. Contractor's aforesaid indemnity and hold harmless obligations, or portions or applications thereof shall apply to the fullest extent permitted by law. In claims against any person or entity indemnified under this Rider by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Initial/Date

INSURANCE

The Contractor shall provide, maintain and pay for the following insurance which shall be placed with such insurance company or companies and in such form as may be acceptable to the Owner:

- a) Comprehensive General Liability Insurance protecting the Contractor, the Owner, and their respective servants, agents or employees against damages arising from bodily injury (including death) and from claims for property damage which may arise directly or indirectly out of the operations of the Contractor their subcontractors, servants, agents or employees under this contract. Such insurance shall be for an amount acceptable to the Owner and shall in any event be not less than \$1,000,000 inclusive of any one occurrence.

The policy of insurance shall cover: all liability arising out of products whether manufactured or supplied by the Contractor; completed operations; personal injury; Broad Form Property Damage including all explosion, collapse and underground hazards; independent contractors; and liability assumed by the Contractor under and applicable to this Contract and shall include the Owner as an additional insured; coverage for completed operations must remain in force for two years after Total Performance of all work, and the insurance policy must contain a per project aggregate.

b) Comprehensive Automobile Liability Insurance on the Contractor's owned, non-owned and hired vehicles, protecting the Contractor against damages arising from bodily injury (including death) and from claims for property damage arising out of their use on the operations of the Contractor, their subcontractors or of agents under this Contract. This insurance shall be for an amount acceptable to the Owner and shall in any event be not less than \$500,000 inclusive of any one accident.

c) Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the State of _____ with respect to workers' compensation insurance including payments due thereunder.

At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of Workers' Compensation including Employers Liability with minimum Limits of \$1,000,000/\$1,000,000/\$1,000,000.

All insurance policies shall be obtained by the Contractor and shall be agreed upon by the Owner prior to the commencement of the work. During the term of this agreement, the Contractor must promptly produce on demand of Owner evidence of the required insurance coverage and payment of premiums thereon unless Owner assumes responsibility for payment of such premium. If not so produced, the Owner shall have the immediate right to procure the required insurance on behalf of the Contractor, and to charge and deduct the cost thereof from the within price, but the Owner shall not be under any obligation to do so.

The Owner is to be evidenced as Additional Insured on the Comprehensive General Liability, Automobile Liability and Excess Liability Policies. Owner is to receive 30 days notice of cancellation or non-renewal of coverage and/or changes in limits of coverage.

All policies of Contractor shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with or in excess of any coverage which the Owner has purchased.

The Contractor shall secure, pay for, and maintain whatever insurance they may deem necessary for protection against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, any tools, equipment, stagings, towers and forms owned or rented by their subcontractors or agents under this contract. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance to maintain adequate levels of coverage shall not obligate the Owner or their agents and employees for any losses of owned or rented equipment. If the Contractor secures such insurance, the insurance policy shall include a waiver of subrogation as follows:

"It is agreed that in no event shall this insurance company have any right of recovery against the Owner."

The Contractor agrees to cooperate fully with the insurance company or companies in carrying out the provisions and conditions of all policies applicable to work to be done, as well as all rules and recommendations of such company or companies in regard to accident prevention, reports and audits. The Contractor further agrees that notice of every accident will be reported immediately to the Owner, and also to such insurance company or companies.

The Contractor agrees not to subcontract any part of the work called for by this contract or permit the further subcontracting of any part thereof, without prior notice to the Owner, and only with the written consent of the Owner. If the Owner consents to such subcontracting, then every such contract or subcontract shall contain complete provisions identical to paragraphs included herein for the benefit, protection, and indemnification of the Contractor, and the Owner. The Owner shall be furnished immediately after the execution of each such contract with a certification from the Contractor issuing the contract that such clauses are contained in the contract.

All insurance companies providing the insurance protection set forth above shall maintain a "Best's" rating of "A-" VII or better and be licensed to do business in the State of _____.

Company Name

Signature

Date