

Contract Agreement

(Contractor/Subcontractor)

1. **Indemnity.** In consideration of the Contract Agreement, and to the fullest extent permitted by law, the Contractor/Subcontractor shall defend and shall indemnify, and hold harmless, at Contractor's/Subcontractor's sole expense, the tenant, the Owner of the property, and the officers, directors, agents, employees, successors and assigns of each of them from and against all liability or claimed liability for bodily injury or death to any person(s), and for any and all property damage, including all reasonable attorney fees, disbursements and related costs, arising out of or resulting from the Work covered by this Contract Agreement to the extent such Work was performed by or contracted through the Contractor/Subcontractor or by anyone for whose acts the Contractor/Subcontractor may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties. This indemnity agreement shall survive the completion of the Work specified in the Contract Agreement.

2. **Insurance.** The Contractor/Subcontractor shall procure and shall maintain until final acceptance of the Work, such insurance as will protect the Contractor/Subcontractor, all entities the Contractor/Subcontractor is required to indemnify and hold harmless, the Owner, and their officers, directors, agents and employees, for claims arising out of or resulting from Contractor's/Subcontractor's Work under this Contract Agreement, whether performed by the Contractor/Subcontractor, or by anyone directly or indirectly employed by Contractor/Subcontractor, or by anyone for whose acts Contractor/Subcontractor may be liable. Such insurance shall be provided by an insurance carrier rated "A-" or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed.
 - 2.1. The Contractor's/Subcontractor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of the tenant, Owner and anyone else the Owner is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations. The insurance required to be carried by the Contractor/Subcontractor will be PRIMARY AND NONCONTRIBUTORY. With respect to each type of insurance specified hereunder, the Contractor's and Owner's insurances shall be excess to Subcontractor's insurance.
 - 2.2. The Contractor/Subcontractor warrants that the coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office Inc.'s form and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage or the Contractor's/Subcontractor's, Owner's (or others as required and as listed below) status as additional insured.
 - 2.3. Not less than five (5) days prior to commencement of the Work and until final acceptance of the Work, Contractor/Subcontractor shall provide Owner with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the Contract/Subcontract documents.
 - 2.4. Thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide Owner thirty (30) days prior written notice of a change or cancellation in coverage.
 - 2.5. Unless otherwise stipulated in the Contract Agreement, the Contractor/Subcontractor shall maintain no less than the limits specified for each of the following insurance coverages:

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a) Commercial General Liability using an industry standard unmodified coverage form including contractual liability & products/completed operations, with minimum limits of **\$1,000,000 each occurrence, \$2,000,000 aggregate** with either per project or per location endorsement for property damage and bodily injury;

b) Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability;

c) Workers' Compensation and disability benefit insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the Work is performed.

d) Umbrella Liability Insurance with minimum limits of **\$5,000,000 per occurrence**.

2.6. The Contractor/Subcontractor and his insurer shall waive all rights of subrogation against the tenant, Owner and any other indemnified party, except as respects Worker's Compensation insurance.

2.7. If Subcontractor engages a Sub-Subcontractor, it is the affirmative duty of the Subcontractor to ensure that any Sub-Subcontractor complies with the insurance and indemnification requirements of this Contract Agreement, with the same written indemnification and hold harmless provisions duly executed by the Sub-Subcontractor(s).

List of Indemnified Parties and Additional Insureds:

*(Tenant): _____

Acknowledged by:

Contractor

Subcontractor

*Tenant Name: _____ **Vendor Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

*Fill in legal tenant name as contractor

**Fill in legal vendor name as subcontractor