

# SUBCONTRACT AGREEMENT

Page 1 of 2

From time to time, the individual, partnership, or corporation indicated below (herein after known as the Subcontractor) will be working as a subcontractor for \_\_\_\_\_, (herein after known as the Contractor). As part of the agreement between Contractor and the Subcontractor, the Subcontractor agrees to the conditions and obligations set forth in the attached. These conditions and obligations will apply to each job or service conducted by the Subcontractor for or on behalf of Contractor.

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1.1 Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- b) CGL coverage shall be written on ISO Occurrence from CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c) Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

1.2 Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

1.3 Commercial Umbrella

- a) Umbrella limits must be at least \$1,000,000.
- b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage's maintained by the Subcontractor.

1.4 Workers' Compensation and Employers Liability

- a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- b) Where applicable, U.S. Longshore and Harborworkers' Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

Subcontractor formally acknowledges the existence a subcontract agreement, either written or unwritten, for each job or service conducted by the Subcontractor for or on behalf of Contractor and the following indemnity.

2.1 To the fullest extent permitted by law, The “Subcontractor” hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the “Contractor”, the “Owner” and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses including, but not limited to, attorney’s fees arising out of or resulting from the performance of the “Subcontractor’s Work” under this subcontract, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any acts or omissions of the “Subcontractor”, its employees, agents or subcontractors or anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable.

2.2 The Subcontractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the “Contractor” against judgments suffered because of the “Subcontractor’s Work” and to assume the cost of defending the “Contractor” against claims as described in the foregoing paragraph.

Subcontractor: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_