

INDEMNIFICATION, HOLD, HARMLESS AND INSURANCE AGREEMENT

A. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law,

_____, ("Subcontractor"),

Agrees and its own cost to defend, indemnify and hold harmless

_____, ("Contractor"), its

officers, directors, shareholders, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions breach or default of Subcontractor, in connection with the performance of any work by Subcontractors, its officers, directors, agents, employees and subcontractors. This agreement is continuous until terminated by either party with written notice.

B. INSURANCE

- Subcontractor hereby agrees that it will obtain and keep in force insurance policy/policies to cover its liability hereunder and to defend and save harmless Contractor in the minimum amount of \$500,000 per occurrence \$1,000,000 aggregate for bodily injury, property damage, and personal and advertising injury. In New York the minimum limits are \$1,000,000 per occurrence \$2,000,000 aggregate.
- Said liability policies shall 1) name Contractor as an Additional Insured and 2) be primary and non-contributory to any other insurance policies which provide insurance protection to Contractor.
- Subcontractor will obtain and keep in force Workers Compensation insurance including Employers Liability to the full statutory limits.
- Subcontractor shall furnish to Contractor certificates of insurance evidencing that the aforesaid insurance coverage is in force.

SUBCONTRACTOR: _____

SIGNATURE: _____

DATE _____