

**\*\*\*Disclaimer\*\*\***

**This document may not be complete. Please consult with your attorney for contract language and ways to shift risk. The Egis Group does not provide legal counsel.**

**AGREEMENT AS TO  
INSURANCE COVERAGE**

Project:

Address:

Owner:

Contractor:

This Agreement Regarding Insurance Coverage and Indemnity (“Agreement”) is made this day of \_\_\_\_\_, 201\_\_, by and between the parties identified above as Owner and Contractor.

**RECITALS**

WHEREAS, Owner has engaged Contractor to perform work in connection with the Project;

WHEREAS, Contractor may engage one or more subcontractors (each, a “Subcontractor”) to perform work for the benefit of Owner at the Project;

WHEREAS, as a condition of Contractor performing work at the Project, Contractor and each Subcontractor must maintain General Liability, Umbrella Liability, Business Automobile Liability, Professional Liability (if applicable) , Directors & Officers Liability (if applicable) and worker’s compensation insurance coverage; and

WHEREAS, Owner and Contractor desire to set forth herein their understanding regarding these insurance and indemnity requirements.

NOW THEREFORE, in consideration of Owner engaging Contractor to complete the Project and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as a supplement to any other contract between Owner and Contractor relating to the Project, Owner and Contractor agree as follows:

1. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Owner (with counsel chosen by Owner) from and against claims, damages, losses and expenses, including but not limited to attorney's fees, charges and expenses, arising out of or resulting from performance or nonperformance of Contractor or any Subcontractor, or anyone else for whose acts Contractor and/or any Subcontractor may be liable in connection with the Project, or caused by or arising out of the use of any products, material or equipment furnished in connection with the Project.

The indemnification obligation imposed by this Paragraph 1 shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Contractor under workman's compensation acts, disability benefit acts or other employee benefit acts, except as may be required by law.

2. Insurance. The Contractor shall maintain General Liability, Business Automobile Liability, Umbrella Liability, Directors & Officers Liability (if applicable), Professional Liability (if applicable) and other insurance policies with minimum liability limits shown below in full force and effect, under all of which Owner shall be named as additional insureds, and all of which shall include a waiver of any subrogation rights endorsement against the Owner:

•Each Occurrence	\$1,000,000
•General Aggregate	\$2,000,000
•Per Project Aggregate	\$2,000,000
•Products & Completed Operations Aggregate	\$2,000,000
•Personal & Advertising Injury	\$1,000,000
•Business Auto combined single limit	\$1,000,000
•Umbrella Liability	\$TBD
•Professional Liability (Errors & Omissions)	\$TBD
•Directors & Officers Liability	\$TBD

All policies shall be on a Primary and Non-Contributory basis, and any insurance carried by Owner shall be non-contributing with these policies.

Such policies listed above shall be non-cancelable with respect to Owner without thirty (30) days prior written notice to Owner. Contractor shall provide Owner with certificates of insurance evidencing that such insurance is in effect and otherwise complies with this Agreement.

The Contractor shall also maintain in full force and effect workers' compensation insurance coverage with Employers Liability Limits of at least \$1,000,000/\$1,000,000/\$1,000,000, including a waiver of any subrogation rights endorsement against Owner.

All insurance requirements imposed upon Contractor under this Agreement shall be subject to the requirements that the forms of coverage be reasonably acceptable to Owner and that the insurers providing the insurance be licensed in the State of Rhode Island, be in sound financial condition, carry an A (X) or better AM Best's rating, and be reasonably acceptable to Owner.

All insurance requirements imposed upon Contractor under this Agreement shall be required of any Subcontractor(s) engaged by Contractor to perform work relating to the Project. Contractor shall obtain strict compliance from any Subcontractor(s) of the insurance obligations imposed on Contractor herein (including obtaining Certificates of Insurance from any Subcontractor(s) which certificates name Owner(s) as an additional insured). To the extent Contractor fails to obtain strict compliance from any Subcontractor(s), Contractor shall indemnify and hold Owner harmless for any claims made against Owner as a result of Contractor's failure to obtain any Subcontractor's compliance with the terms set forth herein.

IN WITNESS WHEREOF, Owner and Contractor have set their hand by their duly authorized agent on the date set forth above.

Owner:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Contractor:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_