

*****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
SUB-CONTRACTOR
INSURANCE COVERAGE**

General Contractor:

Sub-Contractor:

Project:

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

RECITALS

WHEREAS, General Contractor has engaged Sub-Contractor to perform work in connection with the Project;

WHEREAS, as a condition of Sub-Contractor performing work at the Project, Sub-Contractor 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, General Contractor and Sub-Contractor desire to set forth herein their understanding regarding these insurance and indemnity requirements.

NOW THEREFORE, in consideration of General Contractor engaging Sub-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 General Contractor and Sub-Contractor relating to the Project, General Contractor and Sub-Contractor agree as follows:

1. To the fullest extent permitted by law, Sub-Contractor shall indemnify, hold harmless and defend General Contractor (with counsel chosen by General Contractor) 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 Sub-Contractor, or anyone else for whose acts General Contractor 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 Sub-Contractor under workman's compensation acts, disability benefit acts or other employee benefit acts, except as may be required by law.

2. Insurance. The Sub-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 General Contractor shall be named as additional insureds, and all of which shall include a waiver of any subrogation rights endorsement against the General Contractor:

•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	\$5,000,000
•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 General Contractor shall be non-contributing with these policies.

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

The Sub-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 General Contractor.

All insurance requirements imposed upon Sub-Contractor under this Agreement shall be subject to the requirements that the forms of coverage be reasonably acceptable to General Contractor 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 General Contractor.

The Sub-Contractor shall not hire or engage any Sub-Sub-Contractors) without prior written approval by General Contractor. All insurance requirements imposed upon Sub-Contractor under this Agreement shall be required of any Sub-Subcontractor(s) engaged by Sub-Contractor to perform work relating to the Project. Sub-Contractor shall obtain strict compliance from any Sub-Subcontractor(s) of the insurance obligations imposed on Sub-Contractor herein (including obtaining Certificates of Insurance from any Sub-Subcontractor(s) matching all requirements of paragraph "2. Insurance" above for the benefit of the General Contractor. To the extent Sub-Contractor fails to obtain strict compliance from any Sub-Subcontractor(s), Sub-Contractor shall indemnify and hold General Contractor harmless for any claims made against General Contractor as a result of Sub-Contractor's failure to obtain any Sub-Subcontractor's compliance with the terms set forth herein.

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

General Contractor:

By: _____
Name: _____
Title: _____
Date: _____

Sub-Contractor:

By: _____
Name: _____
Title: _____
Date: _____