



**213 West 35th Street
New York, NY 10001
(212) 244-4581**

SUBCONTRACTOR INSURANCE AND INDEMNIFICATION AGREEMENT

The language set forth herein shall take precedence over any language pertaining to insurance or indemnification set forth in any purchase order signed by subcontractor.

Insurance:

Prior to commencement of any work under this contract, and until completion and final acceptance of the work, Subcontractor shall, at its sole expense, effect and maintain the following insurance;

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

"These limits are the minimum required unless higher limits are required by the Owner. These amended limits which will be shown in the Attachment to this contract and will take precedence"

- 1) 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.

- 2) Commercial General Liability (CGL) coverage 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 form 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 insured's on the CGI, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent or broader coverage to the additional insured's. Coverage for the additional insured's shall apply as primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured's.
- d. Subcontractor shall maintain CGL coverage for itself and all additional insured's 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.

3) Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as insured's all entities that are additional insured's on the CGL.
- c. Umbrella coverage for such additional insured's 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 maintained by the Subcontractor.

4) 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 insured's on the auto policy.

Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.



Indemnification and hold harmless:

To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Talisen Construction Corp, Owner, and any other parties that Talisen Construction Corp is required to defend, indemnify and hold harmless from and against any and all claims, suits, liens, judgments, damages, losses and expense, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of a person or damages to or loss of any property resulting from the acts, omissions, breach or default of Subcontractor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Subcontractor pursuant to any contract Purchase Order and/or related Proceed Order, except these claims, suits, liens, judgments, damages, losses and expenses caused by the sole negligence of any indemnified party, Subcontractor will defend and bear all costs of defending any actions or proceedings brought against Talisen Construction Corp, Owner and any other parties that parties that Talisen Construction Corp is required to defend arising in whole or in part out of any such acts, omission, breach or default. The foregoing indemnity shall include injury or death of any employee of the Subcontractor and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or similar employees benefit act. The Subcontractor hereby expressly permits Talisen Construction Corp to pursue and assert claims against the Subcontractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

SUBCONTRACTOR (Signature of Owner)

(Date)

SUBCONTRACTOR (Print Name of Owner)

SUBCONTRACTOR (Company Name)

Talisen Construction Corp (Principal/Owner)

(Date)