

SUBCONTRACTOR AGREEMENT

JOB DESCRIPTION: _____

SUBCONTRACTOR: _____

A. The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless _____, the Owner (if different from Contractor), affiliated companies of _____, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnify and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend _____ or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

B. Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Subcontractor shall provide _____ with a Certificate of Insurance and **Additional Insured Endorsement** on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming _____ and the Owner as Additional Insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner and _____. The coverage available to _____.

and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of South Carolina. All Subcontractor insurance carriers must be "A" rated by A.M. Best rating service. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The insurance coverage required under paragraph B shall be of sufficient type, scope, and duration to ensure coverage for _____ or Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed on behalf of the Contractor or Owner in relation to the Project.

Each Certificate of Insurance shall provide that the insurer must give _____ at least 30 days' prior written notice of cancellation and termination of _____'s coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply the _____ with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of _____ and Owner as set forth above.

C. Additionally, and prior to commencement of the Work, the Subcontractor shall provide _____ with a Certificate of Insurance showing liability insurance coverage for the Subcontractor and any employees, agents, or Sub-Subcontractors of the Subcontractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to _____. Coverages shall be no less than the following: Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to _____ prior to cancellation or non-renewal, providing coverage of not less than (\$500,000 for bodily injury caused by accident and \$500,000 for bodily injury by disease.)

Business Auto Liability Insurance: Written in the amount of not less than \$500,000 each accident.

Job Description: _____

Signature of Subcontractor

Signature of Contractor

Printed Name & Title

Printed Name & Title

Date

Date