



HOLD HARMLESS AGREEMENT

This agreement is being entered into by all indicated parties for any and all work done for, with, or on behalf of () for the period starting with: () and running until ().

This agreement is being provided for () by () in full agreement to the insuring and hold harmless conditions outlined below, and pertains to all work performed during this indicated period of time whether via written or verbal arrangements.

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Subcontractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner and General Contractor, certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Subcontractor" as used in this insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance. This includes sole proprietorships and officers of corporations who will be performing work on the job. Limits should be \$500,000 for employers liability in all 3 coverage parts.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. () shall be named as an Additional Insured.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary with respect to any other collectable insurance, for ().
 - 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of Texas or otherwise acceptable to ().
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. The amount of insurance contained in the aforementioned insurance coverage shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- E. The Contractor shall file certificates of insurance prior to the commencement of work with the () approval of adequacy of protection and the satisfactory character of the Insurer.
- F. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- G. The carrying of the insurance described shall in no way be interpreted as relieving the Subcontractor of any responsibility of liability under this Contract.
- H. Should the Subcontractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

HOLD HARMLESS:

To the fullest extent permitted by law, Subcontractor will indemnify and hold harmless Lossen Bros. Inc. and Owner, their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, 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 person or damage 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 negligence of [name of contractor _____]. Subcontractor will defend and bear all costs of defending any actions or proceedings brought against [name of contractor _____] and/or Owner, their officers, directors, agents and employees, 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 Contractor or 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 other similar employees benefit act.

The Subcontractor hereby expressly permits the general contractor 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.

CONTRACTOR (Signature)

SUBCONTRACTOR (Signature)

(Print name and title)

(Print name and title)

(Date)

(Date)