



**Louisiana Home Builders Association
General Liability Trust**

**The Trainque Group, LLC
Trainque Construction Group**

Indemnity Agreement # LH23001476-02

**SCHEDULE
to
Louisiana Home Builders Association
General Liability Trust Indemnity Agreement**

Renewal of: LH23001476-01

Agreement No: LH23001476-02

Form No. LHGL 01 2020rv

Item 1(a): NAMED INDEMNITEE: **The Trainque Group, LLC
Trainque Construction Group**

Item 1(b): ADDRESS: 339 Pelican Avenue

New Orleans, LA 70114-2306

Item 2: LIMITS OF INDEMNITY:

(a) PER OCCURRENCE LIMIT:	<u>\$1,000,000.00</u>
(b) GENERAL AGGREGATE LIMIT OTHER THAN PRODUCTS – COMPLETED OPERATIONS:	<u>\$2,000,000.00</u>
(c) PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT:	<u>\$2,000,000.00</u>
(d) PERSONAL AND ADVERTISING INJURY LIMIT:	<u>\$1,000,000.00</u>
(e) MEDICAL EXPENSE LIMIT:	<u>\$25,000.00</u>
(f) MOISTURE DAMAGE AGGREGATE LIMIT:	<u>\$25,000.00</u>
(g) NAMED INDEMNITEE RENTED PREMISES DAMAGE LIMIT:	<u>\$100,000.00</u>

Item 3: INDEMNITEE RETENTION AMOUNT PER OCCURRENCE: (Including LAE)	See Indemnitee Retention Arbitration Amendment
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Item 4: INDEMNITY AGREEMENT EFFECTIVE DATE:	<u>01/01/2025</u>
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Item 5: INDEMNITY AGREEMENT TERM:	<u>01/01/2025</u> Through <u>01/01/2026</u>
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12:01 a.m. Central Time at the address of the Named Indemnitee shown above.

Item 6: RETROACTIVE DATE(S) (IF ANY):	<u>06/18/2023</u>
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Item 7: INITIAL INDEMNITY CONTRIBUTION AMOUNT: (25% Minimum Earned)	<u>\$15,484.51</u>
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**SCHEDULE
to
Louisiana Home Builders Association
General Liability Trust Indemnity Agreement**

Item 8: NOTICES SHALL BE GIVEN AS FOLLOWS:

TO THE NAMED INDEMNITEE:

The Trainque Group, LLC
Trainque Construction Group
339 Pelican Avenue

New Orleans, LA 70114-2306

**TO THE LOUISIANA HOME BUILDERS ASSOCIATION
GENERAL LIABILITY TRUST THROUGH ITS DESIGNEE:**

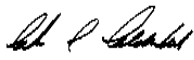
Louisiana Home Builders Association General Liability Trust
c/o Risk Management Services, LLC
8440 Jefferson Hwy Suite 408 • Baton Rouge, LA 70809
PO Box 80740 • Baton Rouge, LA 70898-0740
Phone: 225.389.9944 Fax: 225.389.1122

Item 9: MINIMUM RETAINED CONTRIBUTION IN THE EVENT OF CANCELLATION OR TERMINATION FOR ANY REASON: 25%

Item 10: AMENDMENTS TO INDEMNITY AGREEMENT:

00-03 LHBA Indemnity Agreement	15-11 Sub-Contractor Coverage Amendment
01-03 New Home Warranty Act Amendment	16-11 Drywall Remediation Amendment rv 01/12
02-03 Designated Work Amendment	17-12 Named Indemnatee v. Named Indemnatee Amendment
03-03 Absolute Asbestos Amendment	18-12 Elevation and Movement Amendment
04-03 Injury or Damage from Earth Movement Amendment	19-12 Amendment of Indemnified Agreement Definition (rev 01.01.2014)
05-03 Contractors - Professional Liability Amendment	21-14 Amendment
07-03 Multi-Unit Residential Construction Agreement rv 1/08	22-15 New Manufactured and Modular Home Warranty Act Amendment
08-03 Residential Construction Indemnity Buy Back rv 1/09	23-15 Information and Data Related Liability Amendment
10-06 Inspection Service Amendment	25-15 Supplemental Additional Reporting Period Amendment
11-06 Additional Indemnatee Amendment 01/13	26-19 Removal of Coverage for All Aircraft (Manned and Unmanned)
12-08 Height and Area Limitation Amendment rv 01/12	27-20 Indemnatee Retention Amount Amendment rv 1/21
13-10 Lead Amendment rv 09/10	31-21 Development - Subdivision Limitation Amendment

THIS SCHEDULE AND AMENDMENTS, IF ANY, FORM A PART OF THE INDEMNITY AGREEMENT.

By: 

AUTHORIZED REPRESENTATIVE OF THE
LOUISIANA HOMEBUILDERS
ASSOCIATION GENERAL LIABILITY TRUST

Date: 01/01/2025

DOCUMENT IS SUBJECT TO ANNUAL AUDIT BASED ON THE FOLLOWING RATES:

<u>Class Code</u>	<u>Description</u>	<u>Exposure Basis</u>	<u>Rate</u>
15211	Direct Employees of General Contractor	Per \$1,000 of payroll	\$105.24
15212	Executive Supervisors of General Contractor	Per \$1,000 of payroll	\$113.39
15210	Insured Subcontractors-Dwellings	per \$1,000 of total cost	\$6.87

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT IS NOT INSURANCE

This General Indemnity Agreement (“Agreement”), and any amendments attached hereto, contains terms and provisions that delineate and limit the indemnity obligations of the Louisiana Home Builders Association General Liability Trust (“Trust”), represented herein by the duly authorized representative of the Trust. No obligation or liability to indemnify or perform exists unless explicitly provided for in this Agreement. The Named Indemnatee acknowledges that the Trustee’s indemnity obligations are subject to the limitations contained herein and has read this entire Agreement and any amendments carefully to determine the parties’ respective rights, obligations and duties under this contract.

WHEREAS, the Named Indemnatee is a member of the Home Builders Association of Louisiana, a Louisiana nonprofit corporation (“Association”), and is a contractor engaged in the business that may include building, constructing, renovating, and remodeling residences and other dwelling units; and

WHEREAS, insurance coverage for the Named Indemnatee has become difficult to acquire and premiums have risen dramatically; and

WHEREAS, the Trust is created, pursuant to La. R.S. 22:1, *et seq.*, to provide a source of indemnity for the Named Indemnatee and to fulfill state license requirements; and

WHEREAS, the Named Indemnatee and Trust (collectively “Parties”) herein agree that (1) the Trust, Trustee and Association are not “insurers”; and (2) the protection provided by this Agreement from claims and liabilities are not insurance, and this Agreement is not treated as insurance by the Louisiana Insurance Code; and

WHEREAS, the Trustee holds the assets of the trust created for the Association’s participating members, and the Parties agree that such funds and contributions held by the Trust shall be paid and distributed pursuant to the terms of this Indemnity Agreement;

NOW, THEREFORE, in consideration of the Named Indemnatee’s payment of Contributions to the Trust, and for other good and valuable consideration, the Named Indemnatee and Trustee agree as follows:

SECTION I - DEFINITIONS: For purposes of this Agreement, the Parties agree to the following definitions:

1. **ADVERTISEMENT** means a notice that is broadcast or published to the general public or specific market segments about the Named Indemnatee’s goods, products or services for the purpose of attracting customers or supporters.
2. **AGREEMENT TERM** means the period of time that this Agreement is in force and effect as stated in the Schedule.
3. **AUTO** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, but Auto does not include Mobile Equipment.
4. **BODILY INJURY** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. **CONTRIBUTION** means any dollar amount contributed to the Trust by or on behalf of the Named Indemnatee as required by the Trustee, including, but not limited to, the Contributions described in the Schedule which are based on estimates and which may be adjusted following audit(s).
6. **EFFECTIVE DATE** means the first day on which the provisions of this Agreement become effective as designated by the Parties in the Schedule(s).
7. **EMPLOYEE** includes a Leased Worker, but does not include a Temporary Worker.
8. **EXECUTIVE OFFICER** means a person holding any of the officer positions created by the Named Indemnatee's charter, constitution, by-laws or any other similar governing document.
9. **HOSTILE FIRE** means one which becomes uncontrollable or breaks out from its intended location.
10. **IMPAIRED PROPERTY** means tangible property, other than the Named Indemnatee's Product or the Named Indemnatee's Work, that cannot be used or is less useful because:
 - a. It incorporates the Named Indemnatee's Product or the Named Indemnatee's Work that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. The Named Indemnatee has failed to fulfill the terms of a contract or agreement; if such property can be restored to use by (1) the repair, replacement, adjustment or removal of the Named Indemnatee's Product or the Named Indemnatee's Work; or (2) the Named Indemnatee's fulfilling the terms of the contract or agreement.
11. **INDEMNITEE** includes the Named Indemnatee. For purposes of this Agreement, each of the following is also an Indemnatee:
 - a. The Named Indemnatee's Employees, other than either the Named Indemnatee's Executive Officers (if the Named Indemnatee is an organization other than a partnership, joint venture or limited liability company) or the Named Indemnatee's managers (if the Named Indemnatee is a limited liability company), but only for acts within the scope of their employment by the Named Indemnatee or while performing duties related to the conduct of the Named Indemnatee's business. However, none of these Employees are Indemnitees for:
 - (1) Property damage to property:
 - (a) Owned, occupied or used by;
 - (b) (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by the Named Indemnatee, any of the Named Indemnatee's Employees, any partner or member (if the Named Indemnatee is a partnership or joint venture), or any member (if the Named Indemnatee is a limited liability company),
 - (2) Bodily Injury or Personal and Advertising Injury:
 - (a) To the spouse, child, parent, brother or sister of that co-Employee as a consequence of Paragraph (2)(b) below;

- (b) To the Named Indemnitee, to the Indemnitee's partners or members (if the Named Indemnitee is a partnership or joint venture), to the Named Indemnitee's members (if the Named Indemnitee is a limited liability company), or to a co-Employee while that co-Employee is either in the course and scope of his or her employment or while performing duties related to the conduct of the Named Indemnitee's business;
 - (c) Arising out of his or her providing or failing to provide professional health care services; or
 - (d) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above.
- b. The Named Indemnitee's legal representative if the Named Indemnitee dies, but only with respect to duties as such. That representative will have all of the Named Indemnitee's rights and duties under this Agreement.
- c. Any person or organization having proper temporary custody of the Named Indemnitee's property if the Named Indemnitee dies, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until the Named Indemnitee's legal representative has been appointed.
- d. Any person (other than the Named Indemnitee's Employee) or any organization while acting as the Named Indemnitee's real estate manager.
- e. Any organization the Named Indemnitee newly acquires or forms, other than a partnership, joint venture or limited liability company, and over which the Named Indemnitee maintains ownership or majority interest, will qualify as an Indemnitee if there is no insurance available to that organization. However:
 - (1) Indemnity under this provision is afforded only until the 90th day after the Named Indemnitee acquires or forms the organization or the end of the Agreement Term, whichever is earlier;
 - (2) Indemnity A does not apply to Personal and Advertising Injury arising out of an offense committed before the Named Indemnitee acquired or formed the organization. No person or organization is an Indemnitee with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Indemnitee in the Schedule; and
 - (3) Indemnity B does not apply to Bodily Injury or Property Damage that occurred before the Named Indemnitee acquired or formed the organization.
- f. With respect to Mobile Equipment registered in the Named Indemnitee's name under any motor vehicle registration law, any person is an Indemnitee while driving such equipment along a public highway with the Indemnitee's permission. Any other person or organization responsible for the conduct of such person is also an Indemnitee, but only with respect to liability arising out

of the operation of the equipment, and only if there is no insurance of any kind available to that person or organization for this liability. However, no person or organization is an Indemnitee with respect to:

- (1) Property Damage to property owned by, rented to, in the charge of or occupied by the Named Indemnitee or the employer of any person who is an Indemnitee under this provision; or
- (2) Bodily Injury to a co-Employee of the person driving the equipment.

12. INDEMNIFIED AGREEMENT means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the Named Indemnitee or temporarily occupied by the Named Indemnitee with permission of the owner is not an Indemnified Agreement;
- b. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- c. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- d. An elevator maintenance agreement;
- e. A sidetrack agreement;
- f. That part of any other written contract or written agreement pertaining to the Named Indemnitee's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Indemnitee assumes the tort liability of another party to pay for Bodily Injury or Property Damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for Bodily Injury or Property Damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the Indemnitee, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Indemnitee's rendering or failure to render professional services,

including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

13. **INDEMNITEE RETENTION AMOUNT** means the total amount the Indemnitee must pay in defense costs and damages as shown in the Schedule for any one Occurrence before the Trust is obligated to make any payments to which this Agreement applies.
14. **LAWSUIT** means a civil proceeding in which damages because of Bodily Injury, Property Damage, or Personal and Advertising Injury to which this Agreement applies are alleged. Lawsuit includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the Indemnitee must submit or does submit with the Trustee's consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Indemnitee submits with the Trustee's consent.
15. **LEASED WORKER** means a person leased to the Named Indemnitee by a labor leasing firm under an agreement between the Named Indemnitee and the labor leasing firm, to perform duties related to the conduct of the Named Indemnitee's business. Leased Worker does not include a Temporary Worker.
16. **LOADING OR UNLOADING** means the handling of property:
 - a. While it is in or on an aircraft, watercraft or Auto;
 - b. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or Auto; or
 - c. While it is being moved from an aircraft, watercraft or Auto to the place where it is finally delivered; but Loading or Unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or auto.
17. **LOUISIANA** means the State of Louisiana, excluding all navigable waters.
18. **MOBILE EQUIPMENT** means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Vehicles maintained for use solely on or next to premises the Named Indemnitee owns or rents;
 - b. Vehicles that travel on crawler treads;
 - c. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

19. **MOISTURE DAMAGE** means fungus/fungi, including but not limited to all forms and types of mold, mildew, mushrooms, yeast, or any substance produced by, or arising out of, or emanating therefrom.

20. **NAMED INDEMNITEE(S)** if designated in the Schedule(s) as:

- a. An organization other than a partnership, joint venture or limited liability company, the Named Indemnitee is an Indemnitee. The Named Indemnitee's Executive officers and directors are Indemnitees, but only with respect to their duties as the Named Indemnitee's officers or directors. The Named Indemnitee's shareholders are also Indemnitees, but only with respect to their liability as shareholders.
- b. A limited liability company, the Named Indemnitee is an Indemnitee. The Named Indemnitee's members are also Indemnitees, but only with respect to the conduct of the Named Indemnitee's business. The Named Indemnitee's managers are Indemnitees, but only with respect to their duties as the Named Indemnitee's managers.
- c. A partnership or joint venture, the Named Indemnitee is an Indemnitee. The Named Indemnitee's indemnitees, members, and their spouses are also Indemnitees, but only with respect to the conduct of the Named Indemnitee's business.
- d. An individual, the Named Indemnitee and the Named Indemnitee's spouse are Indemnitees, but only with respect to the conduct of a business of which the Named Indemnitee are the sole owner.

21. NAMED INDEMNITEE'S PRODUCT means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) The Named Indemnitee;
 - (2) Others trading under the Named Indemnitee's name; or
 - (3) A person or organization whose business or assets the Named Indemnitee has acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The Named Indemnitee's Product includes:

- c. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the Named Indemnitee's Product; and
- d. The providing of or failure to provide warnings or instructions.

The Named Indemnitee's Product does not include vending machines or other property rented to or located for the use of others but not sold.

22. NAMED INDEMNITEE'S WORK means:

- a. Work or operations performed by the Named Indemnitee or on the Named Indemnitee's behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

The Named Indemnitee's Work also includes:

- a. Warranties or representations made at any time, or legally imposed, with respect to the fitness, quality, durability, performance or use of the Named Indemnitee's Work; and
- b. The providing of or failure to provide warnings or instructions.

23. OCCURRENCE means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

24. PERSONAL AND ADVERTISING INJURY means injury arising out of one or more of the following offenses:

- a. Malicious prosecution;
- b. False arrest, detention or imprisonment;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that violates a person's right of privacy;
- e. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. The use of another's advertising idea in the Named Indemnitee's Advertisement; or
- g. Infringing upon another's copyright, trade dress or slogan in the Named Indemnitee's Advertisement.

25. **POLLUTANTS** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

26. PRODUCTS-COMPLETED OPERATIONS HAZARD:

- a. Includes all Bodily Injury and Property Damage occurring away from premises the Named Indemnitee owns or rents and arising out of the Named Indemnitee's Product or the Named Indemnitee's Work except:
 - (1) Products that are still in the Named Indemnitee's physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, the Named Indemnitee's Work will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in the Named Indemnitee's contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if the Named Indemnitee's contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include Bodily Injury or Property Damage arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Named Indemnitee, and that condition was created by the Loading or Unloading of that vehicle by any Indemnitee;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

- (3) Products or operations for which the classification, listed in the Schedule(s) states that products-completed operations are subject to the general aggregate limit of indemnity.

27. **PROPERTY DAMAGE** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the Occurrence that caused it.

28. **RETROACTIVE DATE** means the retroactive date, if any, shown in the Schedule(s).

29. **SCHEDULE(S)** means any documentation providing information specific to the Agreement issued to the Named Indemnitee, and which will be attached to and incorporated into the Agreement. The Schedule(s) will include but not be limited to providing information on the Agreement number and address of the Named Indemnitee.

30. **TEMPORARY WORKER** means a person who is furnished to the Named Indemnitee to substitute for a permanent Employee on leave or to meet seasonal or short-term workload conditions.

31. **TRUSTEE** means the Board of Trustees that governs the Trust.

SECTION II - INDEMNITY AGREEMENTS

INDEMNITY AGREEMENT A: PERSONAL AND ADVERTISING INJURY

1. Indemnity Agreement

a. The Trust will indemnify with respect to the sums the Indemnitee becomes legally obligated to pay as damages because of Personal and Advertising Injury to which this Agreement applies and the Trust will have the right, but not the obligation, to defend the Indemnitee against any Lawsuit seeking those damages. The Trust may, in its sole discretion, investigate any Occurrence and settle any claim or Lawsuit that may result. But:

(1) The Trust's payment of attorney's fees in the event the Trust exercises the discretionary right to defend will end at any time the Trust chooses, but in any event when the Trust has tendered or exhausted the applicable Limit of Indemnity in the indemnification or payment of judgments or settlements under Indemnity Agreement A or B or medical expenses under Indemnity Agreement C, or at such time as the Trust determines that there are no damages at issue in the claim or Lawsuit to which this Agreement applies; and

(2) The amounts the Trust will provide in indemnity under this Agreement is only for those amounts in excess of the Indemnitee Retention Amount(s) and is limited as described in Section III - Limits of Indemnity.

b. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When written notice of such claim is received and recorded by the Trust's designee as stated in the Schedule; or

(2) When the Trust makes settlement in accordance with Paragraph 1.a. above.

All claims for damages because of Personal and Advertising Injury to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against the Indemnitee.

c. This Agreement applies to Personal and Advertising Injury caused by an offense arising out of the Named Indemnitee's business as a participating member of the Association, but only if:

(1) The offense was committed in Louisiana;

(2) The offense was not committed before the Effective Date, or the Retroactive Date if any, shown on the Schedule(s);

(3) The offense was not committed after the end of the Agreement's Term; and

(4) A claim for damages because of the Personal and Advertising Injury is first made against any Indemnitee, in accordance with Paragraph (b) above during the Agreement's Term,

or any additional reporting period in effect, if any, pursuant to the terms of this Agreement.

2. **Indemnity Limitations. This Agreement does not apply to Personal and Advertising Injury in the following instances:**

- a. Any loss, damages, cost or expense arising out of any:
 - (1) Claim or Lawsuit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants; or
 - (2) Request, demand or order that any Indemnitee or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants.
- b. Claims for, or judgments awarding, penalties, exemplary damages and/or punitive damages.
- c. Personal and Advertising Injury:
 - (1) Committed by an Indemnitee whose business is advertising, broadcasting, publishing or telecasting. However, this limitation does not apply to definition Paragraphs 24.a., b. and c. of this Agreement;
 - (2) Arising out of a breach of contract, except an implied contract to use another's advertising idea in the Named Indemnitee's Advertisement;
 - (3) For which the Indemnitee has assumed liability in a contract or agreement. This limitation does not apply to liability for damages that the Indemnitee would have in the absence of the contract or agreement;
 - (4) Arising out of a criminal act committed by or at the direction of any Indemnitee;
 - (5) Arising out of oral or written publication of material whose first publication took place before the Effective Date, or before the Retroactive Date, if any, shown in the Schedule(s);
 - (6) Arising out of oral or written publication of material, if done by or at the direction of the Indemnitee with knowledge of its falsity;
 - (7) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants at any time;
 - (8) Caused by or at the direction of the Indemnitee with the knowledge that the act would violate the rights of another and would inflict Personal and Advertising Injury;
 - (9) Arising out of the wrong description of the price of goods, products or services stated in the Named Indemnitee's Advertisement; or

- (10) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Named Indemnitee's Advertisement.
- (11) Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- (12) "Personal and Advertising Injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
 - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - (c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

INDEMNITY AGREEMENT B: BODILY INJURY AND PROPERTY DAMAGE

1. Indemnity Agreement

- a. The Trust will indemnify with respect to those sums that the Indemnitee becomes legally obligated to pay as damages because of Bodily Injury or Property Damage to which this Agreement applies, and the Trust will have the right, but not the obligation, to defend the Indemnitee against any Lawsuit seeking those damages. The Trustee may, in the Trustee's discretion, investigate any Occurrence and settle any claim or Lawsuit that may result. But:
 - (1) The Trust's payment of attorney's fees in the event the Trust exercises the discretionary right to defend will end at any time the Trust chooses, but in any event when the Trust has tendered or exhausted the applicable limit of Indemnity in the payment of judgments or settlements under Indemnity Agreement A or B or medical expenses under Indemnity Agreement C, or at such time as the Trust determines that there are no damages at issue in the claim or Lawsuit to which this Agreement applies; and
 - (2) The amount the Trust will provide in indemnity under this Agreement is only for those amounts in excess of the Indemnitee Retention Amount(s) and is limited as set forth in Section III - Limits of Indemnity.
- b. This Agreement applies to Bodily Injury and Property Damage caused by an Occurrence arising out of the Indemnitee's business as a participating member of the Association, but only if:
 - (1) The Bodily Injury or Property Damage did not occur before the Effective Date or the Retroactive Date if any, shown in the Schedule(s);

- (2) The Bodily Injury or Property Damage did not occur after the end of the Agreement's Term;
 - (3) A claim for damages because of the Bodily Injury or Property Damage is first made against any Indemnitee, in accordance with Paragraph (c) below during the Agreement's Term, or any additional reporting period in effect, if any, pursuant to the terms of this Agreement; and
 - (4) The Bodily Injury or Property Damage is caused by an Occurrence that takes place in Louisiana.
- c. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When written notice of such claim is received and recorded by the Trust's designee as stated in the Schedule; or
 - (2) When the Trust makes settlement in accordance with Paragraph 1.a. above;

All claims for damages because of Bodily Injury to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the Bodily Injury, will be deemed to have been made at the time the first of those claims is made against any Indemnitee.

All claims for damages because of a Property Damage causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any Indemnitee.

2. Indemnity Limitations: This Agreement does not apply to Bodily Injury and Property Damages in the following instances:

- a. **Liquor and Controlled Substance Liability:** Bodily Injury or Property Damage for which any Indemnitee may be held liable by reason of:
- (1) Causing or contributing to the intoxication of any person;
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute or ordinance relating to the sale, distribution or use of alcoholic beverages and/or controlled substances.

This limitation applies only if the Named Indemnitee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

- b. **Penalties and Exemplary Damages:** Bodily Injury or Property Damage for which any Indemnitee may be held liable for penalties, any exemplary damages, and/or punitive damages.

- c. **Expected Or Intended Injury:** Bodily Injury or Property Damage expected or intended from the standpoint of the Indemnitee. This limitation does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

- d. **Contractual Liability:** Bodily Injury or Property Damage for which the Indemnitee is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This limitation does not apply to liability for damages:
 - (1) That the Indemnitee would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an Indemnified Agreement, provided the Bodily Injury or Property Damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an Indemnified Agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Indemnitee are deemed to be damages because of Bodily Injury or Property Damage, provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in the same Indemnified Agreement; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this Agreement applies are alleged.

- e. **Pollution:**
 - (1) Any loss, cost or expense arising out of any:
 - (a) Claim or Lawsuit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.

However, this paragraph does not apply to liability for damages because of Property Damage that the Indemnitee would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or Lawsuit by or on behalf of a governmental authority; or
 - (b) Request, demand, order or statutory or regulatory requirement that any Indemnitee or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants.
 - (2) Bodily Injury or Property Damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants:
 - (a) Which are or were at anytime transported, handled, stored, treated, disposed of, or processed as waste by or for any Indemnitee or any person or organization for whom the Named Indemnitee may be legally responsible; or

(b) At or from any premises, site, work site, construction site, or location on which any Indemnitee or any contractors or subcontractors working directly or indirectly on any Indemnitee's behalf are performing operations if the Pollutants are brought on or to the premises, site, work site, construction site, or location in connection with such operations by such Indemnitee, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire.
- (ii) Bodily Injury or Property Damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by the Named Indemnitee or on the Named Indemnitee's behalf by a contractor or subcontractor; or
- (iii) Bodily Injury or Property Damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of Mobile Equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the Bodily Injury or Property Damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels,

Lubricants or other operating fluids are brought on or to the premises, site work site, construction site, or

location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Indemnitee, contractor or subcontractor.

(c) At or from any premises, site, work site, construction site, or location which is or was at any time owned or occupied by, or rented or loaned to, any Indemnitee. However, this subparagraph does not apply to:

- (i) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire;
- (ii) Bodily Injury if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (iii) Bodily Injury or Property Damage for which the Named Indemnitee may be held liable, if the Named Indemnitee is a contractor and the owner or lessee of such premises, site or location has been added to this Agreement as an additional Indemnitee with respect to the Named Indemnitee's ongoing operations performed for that additional Indemnitee at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to, any Indemnitee, other than that additional Indemnitee.

- (d) At or from any premises, site, work site, or construction site or location which is or was at any time used by or for any Indemnitee or others for the handling, storage, disposal, processing or treatment of waste;
- (e) At or from any premises, site, work site, construction site, or location on which any Indemnitee or any contractors or subcontractors working directly or indirectly on any Indemnitee's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants.

f. **Employer's Liability:** Bodily Injury to:

- (1) An Employee of the Indemnitee arising out of, in any manner related to, and in the course of:
 - (a) Employment by the Indemnitee; or
 - (b) Performing duties related to the conduct of the Indemnitee's business; or
- (2) The spouse, child, parent, brother or sister of that Employee as a consequence of Paragraph (1) above.

This limitation applies:

- (a) Whether the Indemnitee may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This limitation does not apply to liability assumed by the Indemnitee under an Indemnified Agreement.

g. **Workers' Compensation And Similar Laws:** Any obligation of the Indemnitee under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

h. **War:** Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, riots, terrorism (whether foreign or domestic), rebellion or revolution.

i. **Mobile Equipment:** Bodily Injury or Property Damage arising out of:

- (1) The use of Mobile Equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity; or
- (2) The transportation of Mobile Equipment by an Auto owned or operated by or rented or loaned to any Indemnitee.

j. **Damage To Property:** Property Damage to:

- (1) Premises the Named Indemnitee sells, gives away or abandons, if the Property Damage arises out of any part of those premises;
- (2) Property the Named Indemnitee owns, rents, or occupies;
- (3) Personal property in the care, custody or control of the Indemnitee;
- (4) Property loaned to the Named Indemnitee;
- (5) That particular part of any property that must be restored, repaired or replaced because the Indemnitee's Work was incorrectly performed on it; or
- (6) That particular part of real property on which the Named Indemnitee or any contractors or subcontractors working directly or indirectly on the Named Indemnitee's behalf are performing operations, if the Property Damage arises out of those operations.

Paragraphs (2), (3) and (4) of this limitation do not apply to Property Damage (other than damage by fire) to premises, including the contents of such premises, rented to the Named Indemnitee for a period of 7 or fewer consecutive days. A separate amount of indemnity applies to the Named Indemnitee Rented Premises Damage as described in Section III, Limits of Indemnity.

Paragraph (1) of this limitation does not apply if the premises are the Named Indemnitee's Work and were never occupied, rented or held for rental by the Named Indemnitee.

Paragraphs (3), (4), (5) and (6) of this limitation do not apply to liability assumed under a sidetrack agreement.

Paragraph (5) of this limitation does not apply to Property Damage included in the Products - Completed Operations Hazard.

k. **Aircraft, Auto Or Watercraft:** Bodily Injury or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, Auto or watercraft owned or operated by, or rented or loaned to, any Indemnitee. Use includes operation and Loading or Unloading:

This limitation does not apply to:

- (1) Parking an Auto on, or on the ways next to, premises the Named Indemnitee owns or rents, provided the Auto is not owned by or rented or loaned to the Named Indemnitee or an Indemnitee;
- (2) A watercraft while ashore on premises the Named Indemnitee owns or rents;
- (3) A watercraft the Named Indemnitee does not own that is:
 - (a) Not being used to carry persons or property for a charge; and
 - (b) Less than 26 feet long;

- (4) Bodily Injury or Property Damage arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of Mobile Equipment; or
- (5) Liability assumed under any Indemnified Agreement for the ownership, maintenance or use of aircraft or watercraft.

i. Damage To Impaired Property Or Property Not Physically Injured: Property Damage to Impaired Property or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in the Named Indemnitee's Product or the Named Indemnitee's Work; or
- (2) A delay or failure by the Named Indemnitee or anyone acting for, or on behalf of, the Named Indemnitee to perform a contract or agreement in accordance with its terms.

This limitation does not apply to the loss of use of other property arising out of sudden and accidental physical injury to the Named Indemnitee's Product or the Named Indemnitee's Work after it has been put to its intended use.

m. Recall Of Products, Work Or Impaired Property: Damages claimed for any loss, cost or expense incurred by the Named Indemnitee or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) The Named Indemnitee's Product;
- (2) The Named Indemnitee's Work; or
- (3) Impaired Property

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

n. Damage To The Named Indemnitee's Work: Property Damage to the Named Indemnitee's Work arising out of such work, or any part of it, and included in the Products-Completed Operations Hazard.

This limitation does not apply if the allegedly damaged work, or the work out of which the damages arise, was performed on behalf of the Named Indemnitee by a subcontractor.

o. Damage To The Named Indemnitee's Product: Property Damage to the Named Indemnitee's Product arising out of it or any part of it.

p. Personal And Advertising Injury: Bodily Injury arising out of Personal and Advertising Injury.

q. Lead: Bodily Injury resulting from, arising out of, or connected with, the inhalation, ingestion, and/or any type or form of exposure to, and/or contact with, lead or any products, properties, materials, or substances containing lead.

- r. Damages or injury arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- s. "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Limitations a., b., and e. through o. do not apply to damage by fire to premises while rented to the Named Indemnitee or temporarily occupied by the Named Indemnitee with permission of the owner. A separate limit of indemnity applies as described in Section III - Limits Of Indemnity.

INDEMNITY AGREEMENT C: MEDICAL EXPENSES

1. Indemnity Agreement

- a. The Trust will indemnify the Indemnitee for medical expenses to the extent provided for under this Indemnity Agreement C. The indemnity will only be for those amounts in excess of the Indemnitee Retention Amount and is limited as described in Section III -- but will not exceed the applicable Limit of Indemnity. The Trust will provide indemnity for reasonable expenses for:
 - (1) Necessary ambulance, hospital, professional nursing and funeral services;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) First aid administered at the time of an accident.
- b. The Trust will only indemnify the Named Indemnitee for medical expenses paid for Bodily Injury caused by an accident:
 - (1) Because of the Named Indemnitee's business operations as a member of the Association;
 - (2) On ways next to premises the Named Indemnitee owns or rents; or
 - (3) On premises the Named Indemnitee owns or rents;

provided that:

- (a) The injured person submits to examination, at the Trust's expense, by physicians of the Trust's choice as often as the Trustee reasonably requires;
- (b) The expenses are incurred and reported in writing to the Trust within one year of the date of the accident; and
- (c) The accident takes place in Louisiana and during the Agreement's Term.

2. Indemnity Limitations: This Agreement does not provide indemnity for medical expenses for Bodily Injury:

- a. To any Indemnitee.
- b. To a person, whether or not an Employee of any Indemnitee, if benefits for the Bodily Injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- c. To a person injured on that part of premises the Named Indemnitee owns or rents that the person normally occupies.
- d. To a person hired to do work for or on behalf of any Indemnitee or a tenant of any Indemnitee.
- e. To a person injured while taking part in athletics.
- f. Included within the Products-Completed Operations Hazard.
- g. Excluded under Indemnity Agreement B.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, riots, terrorism, rebellion or revolution.
- i. To any person resulting from, arising out of, or connected with, the inhalation, ingestion, and/or any type or form of exposure to, and/or contact with, lead or any products, properties, materials, or substances containing lead.

SUPPLEMENTARY PAYMENTS - INDEMNITY A AND B

- 1. If the Trust exercises its right to defend an Indemnitee in a Lawsuit and an indemnitee of the Indemnitee ("third-party indemnitee") is also named as a party to the Lawsuit, the Trust may, in its sole discretion, defend that third-party indemnitee if all of the following conditions are met:
 - a. The defense, or the cost of the defense of, that "third-party indemnitee" has also been assumed by the Indemnitee in the same Indemnified Agreement;
 - b. The Lawsuit against the "third-party indemnitee" seeks damages for which the Indemnitee has assumed the liability of the "third-party indemnitee" in a contract or agreement that is an Indemnified Agreement;
 - c. This Agreement applies to such liability assumed by the Indemnitee;

- d. The “third-party indemnitee” and the Indemnitee request the Trust to conduct and control the defense of the “third-party indemnitee” against such Lawsuit and agree that the Trust can assign the same counsel to defend the third-party indemnitee and the Indemnitee; and
- e. The “third-party indemnitee”:
 - (1) Provides the Trust with written authorization to:
 - (a) Conduct and control the defense of the “third-party indemnitee” in such Lawsuit if the Trust exercises its right to defend; and
 - (b) Obtain records and other information related to the Lawsuit.
 - (2) Agrees in writing to:
 - (a) Immediately send the Trust copies of any demands, notices, summonses or legal papers received in connection with the Lawsuit;
 - (b) Cooperate with the Trust in the investigation, settlement or defense of the Lawsuit;
 - (c) Cooperate with the Trustee with respect to coordinating any applicable insurance available to the “third-party indemnitee;”
 - (d) Notify any insurer whose coverage is available to the “third-party indemnitee”; and

If the above conditions are met, and the Trust agrees to defend the “third-party indemnitee”, attorneys' fees incurred by the Trust in the defense of that “third-party Indemnitee,” necessary litigation expenses incurred by the Trust and necessary litigation expenses incurred by the Indemnitee at The Trust’s request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.d.(2) of Section II - Indemnity Agreement B - Bodily Injury And Property Damage Liability, such indemnity payments will not be deemed to be damages for Bodily Injury and Property Damage and will not reduce the Limits of Indemnity in this Agreement.

The Trustee’s indemnity payment(s) for “third-party indemnitee’s” attorneys’ fees and necessary litigation expenses as Supplementary Payments, if the Trust chooses to defend, ends when:

- (a) The conditions set forth above, or the terms described in Paragraph e. above, are no longer met; or
 - (b) The Trust has used up, or tendered, the applicable indemnity limits in the payment of judgments or settlement.
- f. The allegations in the Lawsuit and the information the Trust knows about the Occurrence are such that no conflict appears to exist between the interests of the Indemnitee and the interests of the “third-party indemnitee.”

- 2. The Trust will indemnify, with respect to any claim the Trustee investigates or settles or any Lawsuit against an Indemnitee the Trust chooses to defend:

- a. Any Indemnitee for all interest on the full amount of any judgment that accrues after entry of the judgment and before the Trust has offered to pay or indemnify, or deposited in court the part of the judgment that is within the applicable limit of this Agreement.
- b. Any Indemnitee for the cost of bonds to release attachments, but only for bond amounts within the applicable limits of this Agreement. The Trust does not have to furnish these bonds.
- c. Any Indemnitee up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury indemnity applies. The Trust does not have to furnish these bonds.
- d. Any Indemnitee for all costs taxed against the Indemnitee in the Lawsuit.
- e. Any Indemnitee for all reasonable expenses incurred by the Indemnitee at the Trust's request to assist the Trust in the investigation or defense of the claim or Lawsuit, including actual loss of earnings up to \$250 a day because of time off from work.
- f. All expenses the Trust incurs.
- g. Any Indemnitee for prejudgment interest awarded against the Indemnitee on that part of the judgment the Trust provides indemnity. If the Trust makes an offer to provide indemnity for the applicable limits of this Agreement, the Trust will not indemnify any prejudgment interest based on that period of time after the offer.

Indemnity provided for as Supplementary Payments will not reduce the Limits of Indemnity in this Agreement.

SECTION III- LIMITS OF INDEMNITY

1. The limits on the amount of indemnity shown in the Schedule(s) and the following provisions fix the most the Trust will pay in indemnity regardless of the number of:
 - a. Persons or organizations making claims or bringing Lawsuits;
 - b. Claims made or Lawsuits brought; or
 - c. Indemnitees.
2. The General Aggregate Limit shown in the Schedule(s) is the most the Trust will pay in indemnity for the sum of:
 - a. Damages under Indemnity A;
 - b. Damages under Indemnity B, except damages because of Bodily Injury or Property Damage included in the Products-Completed Operations Hazard; and
 - c. Medical expenses under Indemnity C.
3. Subject to 2. above, the Personal and Advertising Injury Limit shown in the Schedule(s) is the most the Trust will pay in indemnity under Indemnity A for the sum of all damages because of all Personal and Advertising Injury sustained by any one person or organization.
4. The Products-Completed Operations Aggregate Limit shown in the Schedule(s) is the most the Trust will pay under Indemnity B for damages because of Bodily Injury and Property Damage included in the Products-Completed Operations Hazard.
5. Subject to 2. or 4. above, whichever applies, the per Occurrence limit shown in the Schedule(s) is the most the Trust will pay in indemnity for the sum of:
 - a. Damages under Indemnity B; and
 - b. Medical expenses under Indemnity C because of all Bodily Injury and Property Damage arising out of any one Occurrence.
6. Subject to 5. above, the Medical Expense Limit shown in the Schedule(s) is the most the Trust will pay in indemnity under Indemnity C for all medical expenses because of Bodily Injury sustained by any one person.
7. Subject to 5. above, the Named Indemnitee Rented Premises Damage Limit shown in the Schedule(s) is the most the Trust will pay in indemnity under Indemnity B for damages because of Property Damage to any one premises, while rented to the Named Indemnitee, or in the case of damage by fire, while rented to the Named Indemnitee or temporarily occupied by the Named Indemnitee with permission of the owner.

The Limits of Indemnity of this Section apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Effective Date shown in the

Schedule(s), unless the Agreement's Term is extended for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Indemnity.

8. Notwithstanding any provision in this Agreement or the Schedule(s) to the contrary, it is specifically agreed that \$25,000 is the aggregate limit of indemnity for all damage to which this Agreement applies (including but not limited to Bodily Injury and Property Damage) that is in any manner related to, arises out of, or is connected with, Moisture Damage, regardless of the number of:
- a. persons or organizations making claims or bringing Lawsuits;
 - b. claims made or Lawsuits brought;
 - c. Indemnitees; or
 - d. Occurrences

during the Agreement Term.

In addition, the \$25,000 aggregate limit of indemnity for Moisture Damage shall be reduced by all attorney's fees and defense costs paid by the Trust in connection with any claims made or Lawsuits brought that are in any way related to, arises out of, or connected with, Moisture Damage.

SECTION IV - COMMERCIAL GENERAL INDEMNITY CONDITIONS

1. **Transfer Of Rights Of Recovery Against Others to the Trust:** If the Indemnitee has rights to recover all or part of any payment the Trust has made under this Agreement, those rights are transferred to the Trust. The Indemnitee must do nothing to impair those rights. At the Trust's request, the Indemnitee will bring a Lawsuit or transfer those rights to the Trust and assist the Trust in enforcing those rights.
2. **Duties in the Event of a Claim or Lawsuit:**
 - a. No Indemnitee will, except at that Indemnitee's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Trust's written consent which may not be unreasonably withheld.
 - b. The Named Indemnitee and any other involved Indemnitee must:
 - (1) Assist the Trust, upon the Trust's request, in the enforcement of any right against any person or organization which may be liable to the Indemnitee because of injury or damage to which this Agreement may also apply;
 - (2) Immediately send the Trust's designee as stated in the Schedule copies of any demands, notices, summonses or legal papers received in connection with the claim or a Lawsuit;
 - (3) Cooperate with the Trust in the investigation, or settlement of the Lawsuit and/or claim; or defense against the Lawsuit if the Trust decides to defend; and
 - (4) Authorize the Trust to obtain records and other information.
 - c. If any Indemnitee becomes aware of, or receives a claim or Lawsuit, the Named Indemnitee must:
 - (1) "Notify the Trust designee as stated in the Schedule of the claim or lawsuit as soon as practical but, in any case, the notice must be during the agreement's term, or any additional reporting period, this requirement being a condition precedent to the Trust's obligation to make any payments under the Agreement; and
 - (2) Immediately record the specifics of the claim and the date received.
3. **Legal Action Against the Association, Trust, and Trustee:** No person or organization has a right under this Agreement to join the Association, Trustee(s), or the Trust as a party, or otherwise bring any of the Trustees or the Trust into any Lawsuit asking for damages from an Indemnitee.

If this Agreement has been fully complied with, an Indemnitee who has paid (a) pursuant to a settlement the Trust agreed to, in writing; or (b) on a final judgment against an Indemnitee obtained after an actual trial; may bring legal action against the Trust, but the Trust will not be liable for damages that are not payable under the terms of this Agreement or that are in excess of the applicable Limits of Indemnity in this Agreement.

4. **Duties In The Event Of An Occurrence or Offense:** The Named Indemnitee must notify the Trust's designee as stated in the Schedule in writing as soon as practicable of an Occurrence or offense, which may result in a claim. To the extent possible, notice should include:
- a. How, when and where the accident, Occurrence, or offense took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the Occurrence or offense.

Notice of an Occurrence or offense is not notice of a claim.

5. **Contribution Audit.**

- a. The Contribution made at the beginning of this Agreement is a deposit contribution only. At the close of each audit period, the Trust will use its rules and rates to compute the earned contribution for that period.
- b. The first Named Indemnitee must keep records of the information the Trust needs for contribution computation, and send the Trust copies at such times as the Trust may request.
- c. The Trust will compute all Contributions for this Agreement in accordance with the Trust's rules and rates.

6. **Other Insurance or Indemnity Available to an Indemnitee:** If other valid and collectible indemnity or insurance is available to the Indemnitee for a loss, the Trust's obligations under Indemnity Agreements A or B of this Agreement are limited as follows:

- a. **Primary Indemnity:** This Agreement is primary except when b. below applies. If this Agreement is primary, the Trust's obligations are not affected unless any of the other indemnity or insurance is also primary. Then, the Trust will share with all other indemnity and insurance by the method described in c. below.
- b. **Excess Indemnity:** This Agreement is excess over:
 - (1) Any other primary indemnity or primary insurance available to the Named Indemnitee covering liability for damages arising out of the premises or operations for which the Named Indemnitee has been added as an additional indemnitee or additional insured by attachment of an endorsement.
 - (2) Any of the other indemnity or insurance, whether primary, excess, contingent or on any other basis:
 - (a) If the loss arises out of the maintenance or use of aircraft, Autos or watercraft to the extent not subject to Indemnity Limitation paragraph k., of Section II – Indemnity Agreement B - Bodily Injury And Property Damage Liability;
 - (b) That is insurance or indemnity purchased by the Named Indemnitee to cover the Named Indemnity's liability as a tenant for Property Damage to premises rented

to the Named Indemnitee or temporarily occupied by the Named Indemnitee with permission of the owner;

- (c) That is fire insurance for premises rented to the Named Indemnitee or temporarily occupied by the Named Indemnitee with permission of the owner;
- (d) That is fire, extended coverage, builders' risk, installation risk or similar coverage for the Named Indemnitee's Work; or
- (e) That is effective prior to the beginning of the Agreement Term shown in the Schedule(s) of this Agreement and applies to Bodily Injury or Property Damage on other than a claims-made basis, if:
 - (i) The other indemnity or insurance has a policy period or agreement term which continues after the Retroactive Date, if any, shown in the Schedule(s) of this Agreement; or
 - (ii) No Retroactive Date is shown in the Schedule(s) of this Agreement;

When this Agreement is excess, and no other indemnitor or insurer defends, the Trust may undertake to do so, and the Trust will be entitled to the Indemnitee's rights against all those other indemnitors or insurers. When this Agreement is excess over other indemnity and/or insurance, the Trust will indemnify only its share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total of all deductible and self-insured amounts (including Indemnitee Retention Amounts) under all other indemnity and insurance; and
- (b) The total amount that all such other indemnity and/or insurance would pay for the loss in the absence of this indemnity; and

The Trustee will share the remaining loss, if any, with any other indemnity and/or insurance that is not described in this excess provision and was not acquired specifically to apply in excess of the Limits of Indemnity shown in the Schedule(s) of this Agreement.

- c. **Method Of Sharing:** If all of the other indemnity and insurance permit contribution by equal shares, the Trust will follow this method also. Under this approach each indemnitor and/or insurer contributes equal amounts until each has paid its applicable limit of indemnity and/or insurance or none of the loss remains, whichever comes first. If any of the other indemnity or insurance does not permit contribution by equal shares, the Trust will contribute by limits. Under this method, each indemnitor's or insurer's share is based on the ratio of its applicable limit of indemnity or insurance to the total applicable limits of indemnity and insurance of all indemnitors and insurers.

7. **Separation Of Indemnitees:** Except with respect to the Limits of Indemnity, and any rights or duties specifically assigned in this Section IV to the first Named Indemnitee, this Agreement applies:

- (a) Separately to each Indemnitee against whom a claim is made or Lawsuit is brought; and
- (b) As if each Named Indemnitee were the only Named Indemnitee.

8. **Representations:** By entering this Agreement, the Named Indemnitee acknowledges:
- (a) The statements in the Schedule(s) are accurate and complete;
 - (b) Those statements are based upon representations the Named Indemnitee made to the Trust or its agent;
 - (c) The information provided by the Named Indemnitee in the application is true and correct; and
 - (d) The Trust entered into this Agreement in reliance upon the Named Indemnitee's representations.
9. **Bankruptcy:** Bankruptcy or insolvency of the Indemnitee or of the Indemnitee's estate will not relieve the Trust of obligations under this Section IV.

SECTION V – ADDITIONAL REPORTING PERIODS

1. The Trust will provide one or more additional reporting periods, as described below, if:
 - a. This Agreement is canceled by the Trust pursuant to paragraph 2. of Section VI, or not renewed by the Trust; or
 - b. The Named Indemnitee exercises the right to cancel this Agreement pursuant to the provisions of Section VI 1. of this Agreement; or
 - c. The Trust renews or replaces this Agreement with an indemnity agreement that:
 - (1) Has a Retroactive Date later than the Retroactive Date, if any, shown in the Schedule(s) of this Agreement; or
 - (2) Does not apply to Bodily Injury, Property Damage, or Personal and Advertising Injury on a claims-made basis.
2. Additional reporting periods do not extend the Agreement Term and do not change the indemnity provided in this Agreement. Additional reporting periods under this Agreement apply only to claims for:
 - a. Bodily Injury or Property Damage that occurs before the end of the Agreement Term and not before the Effective Date, or the Retroactive Date if any, shown in the Schedule(s); or
 - b. Personal Injury and Advertising Injury caused by an offense committed before the end of the Agreement Term, and not before the Effective Date, or the Retroactive Date if any, shown in the Schedule(s).

Once properly in effect, additional reporting periods may not be canceled.

3. Subject to Paragraph 2. above, a basic additional reporting period is automatically provided without an additional Contribution. This period starts with the end of the Agreement Term and lasts for:
 - a. Five years with respect to claims because of Bodily Injury and Property Damage arising out of an Occurrence reported to the Trust's designee as stated in the Schedule, in writing, not later than one hundred eighty (180) days after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV - Duties In The Event of Occurrence or Offense;
 - b. Five years with respect to claims because of Personal and Advertising Injury arising out of an offense reported to the Trust's designee as stated in the Schedule, in writing, not later than one hundred eighty (180) days after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV - Duties In The Event Of Occurrence or Offense; and
 - c. One hundred and eighty (180) days with respect to claims arising from Occurrences or offenses not previously reported to the Trust.

The basic additional reporting period does not apply to claims that are covered under any subsequent insurance or indemnity available to the Indemnitee, or that would be covered but for

exhaustion of the insurance or indemnity Applicable to such claims. The indemnity available to the Indemnitees for the basic reporting period is limited to the Limits of Indemnity remaining, if any, at the end of the Agreement Term. The basic additional reporting period does not reinstate or increase the Limits of Indemnity.

4. Subject to Paragraph 2. above, the Named Indemnitee shall also have the option of obtaining a seven (7) year supplemental additional reporting period for an additional Contribution of 200% of the expiring annual contribution. The seven (7) year supplemental additional reporting period supersedes and replaces the basic reporting period. The seven (7) year supplemental additional reporting period is also subject to the following:
 - a. The Trust must receive a written request for the seven (7) year supplemental additional reporting period, if elected by the Named Indemnitee, within 30 days of the end of the Agreement Term.
 - b. The seven (7) year supplemental additional reporting period, if elected by the Named Indemnitee, will not go into effect unless and until the Named Indemnitee pays the Trust the additional Contribution required for this supplemental additional reporting period, which must be paid no more than one hundred eighty (180) days after the end of the Agreement term.
 - c. If the Named Indemnitee elects the seven (7) year supplemental additional reporting period, the Named Indemnitee must make an additional Contribution as determined by the Trust.
 - d. The seven (7) year supplemental additional reporting period, if elected by the Named Indemnitee, shall be excess over any other valid and collectible insurance or indemnity available under policies or other agreements in force after this supplemental additional reporting period starts.
 - e. The seven (7) year supplemental additional reporting period starts with the end of the Agreement Term and lasts for:
 1. Seven years with respect to claims because of Bodily Injury and Property Damage arising out of an Occurrence reported to the Trust, in writing, not later than seven (7) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In The Event of Occurrence or Offense;
 2. Seven years with respect to claims because of Personal and Advertising Injury arising out of an offense reported to the Trust, in writing, not later than seven (7) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In the Event of Occurrence or Offense; and
 3. Seven (7) years with respect to claims arising from Occurrences or offenses not previously reported to the Trust.

The seven (7) year supplemental additional reporting period does not apply to claims that are covered under any subsequent insurance or indemnity available to the Indemnitee, or that would be covered but for exhaustion of the insurance or indemnity applicable to such claims. The indemnity available to the Indemnitees for seven (7) year supplemental additional reporting period is limited to the Limits of Indemnity remaining, if any, at the end of the Agreement Term. The seven (7) year supplemental additional reporting period does not reinstate or increase the limits of Indemnity.

SECTION VI – MISCELLANEOUS

- 1 **Cancellation by Named Indemnitee.** The first Named Indemnitee shown in the Schedule may cancel this Agreement by mailing or delivering to the Trust advance written notice of cancellation. Subject to the provisions of paragraph 4.h. of this Section VI, if the Named Indemnitee cancels, the refund will be determined by the Trust's short-rate procedure.
2. **Cancellation by Trust.** The Trust may cancel this Agreement by mailing or delivering to the first Named Indemnitee written notice of cancellation at least thirty (30) days before the effective date of cancellation.
 - a. The Trust's notice of cancellation will state the effective date of cancellation. The Agreement Term will end on that date.
 - b. If the Trust cancels this Agreement, the Named Indemnitee will receive a pro rata refund.
 - c. The Trust's cancellation is effective even if the Trust has not made or offered a refund.
3. **Default Provisions**
 - a. **Events of Default.** The following actions or inactions by the Named Indemnitee, or persons acting under his authority, including but not limited to any Indemnitee, shall be considered a default under this Agreement:
 - (1) Failure to fully and timely pay any Contribution.
 - (2) Failure to provide complete and accurate information requested by the Trust prior to or after the Effective Date, concerning any Indemnitee or any Indemnitee's business; or
 - (3) Failure of any Indemnitee to fully and timely comply with any obligation or duty required under the terms of this Agreement.
 - b. **Effects of Default.** In the event of any default described in paragraph 3.a. above, the following shall result:
 - (1) The failure to fully or timely pay the initial Contribution will void this Agreement, such that this Agreement will not go into effect.
 - (2) If the Named Indemnitee fails to fully or timely pay any Contribution, other than the initial Contribution, required by the Trust, the Trust may cancel this Agreement by mailing or delivering to the first Named Indemnitee written notice of cancellation ("Notice of Cancellation"). If such Contribution is not fully paid within ten (10) days of the date of the Notice of Cancellation, this Agreement terminates. Such termination is retroactively effective; the Agreement Term ends; and no indemnity exists under this Agreement, on the date that the Trust first mailed to the Named Indemnitee the initial notice requiring payment of such Contribution.
 - (3) If an Indemnitee knowingly provides false, inaccurate, or misleading information to the Trust, the Trust may void this Agreement from its Effective Date, or the Trust may limit the scope of the indemnity provided under this Agreement to the extent that the false,

inaccurate, or misleading information relates in any manner to any claim or Lawsuit brought against an Indemnitee or against the Trust; or

- (4) Any and all other rights provided by law.
- (5) Notwithstanding any other provision to the contrary in this Agreement, no additional reporting period is available to any Indemnitee.

4. Miscellaneous

- a. Any waiver by the Trust of any breach of any term, condition or provision contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of any term, provision, or condition of this Agreement.
- b. This Agreement shall not be deemed or construed to create or establish any partnership, joint venture or similar relationship or arrangement between the Trust and any Indemnitee.
- c. This Agreement shall be construed and interpreted in accordance with, and be governed by, the provisions and the laws of the State of Louisiana without regard to conflict of law principals thereof.
- d. All notices, demands and requests required or permitted under this Agreement directed to the Trustee(s) or the Trust shall be in writing and shall be sent by United States Registered or Certified Mail, postage prepaid, to the addresses and designees as set forth in the Schedule(s). All notices, demands and requests required or permitted under this Agreement directed to the Named Indemnitee or any Indemnitee shall be in writing and shall be sent by United States Regular Mail, postage prepaid, to addresses as set forth in the Schedule(s).
- e. If any term, provision, or condition of this Agreement is held to be invalid or unenforceable, the remainder this Agreement shall not be adversely affected.
- f. This Agreement shall be interpreted without reference to authorship, and not be construed against the drafting party, nor shall it be construed in favor of one party or the other.
- g. This Agreement shall not be construed and interpreted as providing any rights to any third party. This Agreement is not a stipulation *pour autrui*, nor is it any type of third party beneficiary contract.
- h. The Trust has the right to modify this Agreement at any time. In the event the Trust modifies this Agreement during the Agreement term, the Named Indemnitee will have the right to cancel this Agreement and obtain a pro rata Contribution refund.

5. Named Indemnitee's Acknowledgment

The Named Indemnitee acknowledges that it or its representative has been provided with access to a copy of this Agreement prior to execution of an application for this Indemnity Agreement. Access to a copy of this Indemnity Agreement was provided either through an Internet website or receipt of a printed copy of this Agreement. The Named Indemnitee agrees to be bound by the terms and conditions of this Agreement upon the Trust's acceptance and approval of the application filed by the Named Indemnitee or its authorized agent. The Named Indemnitee further acknowledges that it is a material requirement of this Agreement that it be a member of the Home Builders Association of Louisiana and a participant in the Louisiana Home Builders Association General Liability Trust and that if at any time the Named Indemnitee ceases to be a member of the Home Builders Association of Louisiana or participate in the Louisiana Home Builders Association General Liability Trust, this Agreement will immediately terminate and no forms of indemnity or defense obligations will be available to any Indemnitee under this Agreement.

APPROVED AND ACCEPTED:

BY: 

**AUTHORIZED REPRESENTATIVE OF THE
LOUISIANA HOME BUILDERS ASSOCIATION
GENERAL LIABILITY TRUST**

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

NEW HOME WARRANTY ACT AMENDMENT

Notwithstanding any provision in this Indemnity Agreement or in the Schedule(s) to the contrary, this Indemnity Agreement does not apply to any Occurrence, claim, Lawsuit, or damage, whether actual or alleged, that is in any manner subject to, governed by, arises out of, or is otherwise connected with, the warranties or any other obligations required of a “Builder” under the Louisiana New Home Warranty Act (La. R .S. 9:3141, *et seq.*). For purposes of this Amendment, the term “Builder” has the same meaning as defined in the Louisiana New Home Warranty Act.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

DESIGNATED WORK AMENDMENT

Notwithstanding any provision of this Indemnity Agreement or the Schedule(s) to the contrary, this Indemnity Agreement does not apply to an Indemnitee's Work described in Paragraph 1. or Paragraph 2. below performed by or on behalf of the Indemnitee.

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an "exterior insulation and finish system" (commonly referred to as *synthetic stucco*), or any substantially similar system, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
2. Any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.

For the purposes of this amendment, an "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of:

- a. a rigid or semi-rigid insulation board made of expanded polystyrene or other materials, and
- b. the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate, and
- c. a reinforced base coat, and
- d. a finish coat providing surface texture and color.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

ABSOLUTE ASBESTOS AMENDMENT

Notwithstanding any provision of this Indemnity Agreement or the Schedule(s) to the contrary, this Indemnity Agreement does not apply to any of the following:

- a. Any damage, loss, cost or expense arising out of or relating in any way to asbestos; or
- b. Any sums that an Indemnitee becomes legally obligated to pay as damages because of the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos; or
- c. Any claim, Lawsuit or proceeding arising out of or relating in any way to any demand, requirement, order, direction, determination or request that an Indemnitee or any other entity test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- d. Any claim, Lawsuit or proceeding arising out of or relating in any way to any demand, requirement, order, direction, determination or request that an Indemnitee or any other entity pay, repay or reimburse sums expended or to be expended to test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- e. Bodily Injury, Personal and Advertising Injury or Property Damage arising out of or relating in any way to asbestos; or
- f. Any demand, requirement, order direction, determination or request that an Indemnitee or any other entity pay, repay or reimburse sums expended or to be expended to test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- g. Any physical loss or damage caused by or resulting from asbestos, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; or
- h. Any sums that an Indemnitee becomes legally obligated to pay because of the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos; or
- i. Any demand, requirement, order, direction, determination, or request that an Indemnitee or any other entity test for, investigate, m onitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

**INJURY OR DAMAGE FROM
EARTH MOVEMENT AMENDMENT**

Notwithstanding any provision of this Indemnity Agreement or the Schedule(s) to the contrary, this Indemnity Agreement does not apply to Bodily Injury, Property Damage, and Personal and Advertising Injury arising out of, caused by, resulting from, contributed to, aggravated by, or related to, earthquake, landslide, mudflow, subsidence, settling, slipping, falling away, shrinking, expansion, caving in, shifting, eroding, rising, tilting or any other movement of land, earth or mud.

With respect to Bodily Injury and Property Damage, this amendment only applies to the Products-Completed Operations Hazard.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

CONTRACTORS - PROFESSIONAL LIABILITY AMENDMENT

Notwithstanding any provision of this Indemnity Agreement or the Schedule(s) to the contrary, this Indemnity Agreement does not apply to Bodily Injury, Property Damage, or Personal and Advertising Injury arising out of the rendering of or failure to render any "professional services" by an Indemnitee, but only with respect to providing engineering, architectural, real estate agent, real estate broker, real estate sales agent, or surveying services in the Indemnitees' capacity as a real estate agent, real estate broker, real estate sales agent, engineer, architect, or surveyor.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Sales, marketing, brokerage, advertising, and promotion activities.

This amendment does not apply to the Named Indemnitees' operations in connection with construction work performed by the Named Indemnitee.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

MULTI-UNIT RESIDENTIAL CONSTRUCTION AMENDMENT

Notwithstanding any provision of this Indemnity Agreement or the Schedule(s) to the contrary, this Indemnity Agreement does not apply to Bodily Injury, Property Damage, and Personal and Advertising Injury arising out of, connected with, or related to:

1. The Named Indemnitee's Work with respect to the pre-construction, construction, post construction, reconstruction, exterior remodeling, maintenance or repair of any "multi-unit residential building"; or
2. Any of the Named Indemnitee's Products furnished in connection with any "multi-unit residential building."

With respect to the application of this Amendment to "Bodily Injury" and "Property Damage," this amendment:

- a. Only applies to the "Products-Completed Operations Hazard"; and
- b. Does not apply to the Named Indemnitee's Work in connection with interior remodeling, maintenance, or repair.

For the purpose of this amendment, the term "multi-unit residential building" means any condominium, townhouse, apartment building, or residential structure of any kind other than a detached single family residential unit.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

RESIDENTIAL CONSTRUCTION INDEMNITY BUY BACK

In consideration of an additional Contribution computed at the close of each audit period, it is hereby agreed that:

Notwithstanding the elimination of any indemnity for Bodily Injury, Property Damage, and Personal and Advertising Injury with respect to “multi-unit building” contained in the MULTI UNIT CONSTRUCTION AMENDMENT, the term “multi-unit building” is amended, and shall not include a condominium, townhouse, apartment, or other building used exclusively for residential purposes (“Residence”), but only if such Residence contains four (4) or less dwelling units; and provided further that in no event shall the total number of Residence dwelling units exceed sixteen (16) in the aggregate per development.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

INSPECTION SERVICE AMENDMENT

Notwithstanding any other provision in this indemnity Agreement or in the Schedule(s) to the contrary, this Indemnity Agreement does not apply to any Occurrence, Claim, Lawsuit, or Damage, whether actual or alleged, that is in any manner subject to, governed by, arises out of, or is otherwise connected with plan review and inspection services including but not limited to plan review and inspection services required under Louisiana Revised Statute 40:1730.24.

**This Amendment Changes the Indemnity Agreement
Please Read it Carefully**

ADDITIONAL INDEMNITEE AMENDMENT

Section I. Definition 11. Indemnitee is amended to include:

- (g) Any financial institution providing financing to a Named Indemnitee for a covered Occurrence arising out of a Named Indemnitee's construction project; and any person(s) or entity(ies) not covered by (a) through (g) above, but who the Trust approves of as an Additional Indemnitee by amendment, but only on and after the effective date of the amendment. The indemnity provided to an Additional Indemnitee under this section (g) is only with respect to:
- (1) The Named Indemnitee's act(s) or omission(s), but excluding representations, contracts, and agreements; and
 - (2) The Named Indemnitee's employee's act(s) or omission(s) (excluding representations, contracts, and agreements), while acting for, and with authorization from, the Named Indemnitee;

In the performance of the Named Indemnitee's ongoing residential construction operations for the Additional Indemnitee.

- (3) The indemnification provided to an Additional Indemnitee under this section (g) is subject to the following exclusions:
 - (a) No indemnity or defense shall be afforded to the Additional Indemnitee if no indemnity or defense is provided to the Named Indemnitee;
 - (b) No indemnity or defense shall be afforded to the Additional Indemnitee for injury, loss, or damage to any employee of the Named Indemnitee for bodily injury, personal or advertising injury, or property damage;
 - (c) No indemnity or defense shall be afforded to the Additional Indemnitee for any obligation of the Additional Indemnitee to indemnify another for injury, damages, or loss to an employee of the Additional Indemnitee for bodily injury, personal or advertising injury, or property damage;
 - (d) No indemnity or defense shall be afforded to the Additional Indemnitee for the products or completed operations hazard;

- (e) No indemnity or defense shall be afforded to the Additional Indemnatee because of bodily injury, personal or advertising injury, or property damage occurring after:
 - (i) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) could be performed by or on behalf of the Additional Indemnatee(s); or
 - (ii) That portion of the Named Indemnatee's Work out of which the injury, damage, or loss arises and has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for an Indemnatee as part of the same project.

- (4) The indemnity and defense (if any) provided to an Additional Indemnatee under this section (g) shall be excess over and above any valid and collectible indemnity or insurance.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

HEIGHT AND AREA LIMITATION

The Indemnity Limitations contained in “Section II – Indemnity Agreement B” (Bodily Injury and Property Damage) are amended by adding the following additional limitations:

“(r) Bodily Injury and Property Damage arising out of the design, manufacture construction or fabrication of any structure if the structure exceeds three (3) stories or has a total area that exceeds twenty thousand (20,000) square feet under roof.”

It is agreed and understood that this Amendment does not apply to any maintenance, service, repair, remodeling, tenant fit up or build out work by any indemnitee on any existing store, office, unit, or space of any type, that is less than Twenty thousand (20,000) square feet and not more than three (3) stories high; provided that the store, office, unit or space is located within an overall structure that does not exceed one hundred thousand (100,000) square feet or five (5) stories.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

LEAD AMENDMENT

Notwithstanding any provision in this Indemnity Agreement or in the Schedule(s) to the contrary, it is specifically agreed that limitation q. of “Indemnity Agreement B: Bodily Injury and Property Damage” which currently provides as follows:

- q. Lead: Bodily injury resulting from, arising out of, or connected with, the inhalation, ingestion, and/or any type or form of exposure to, and/or contact with, lead or any products, properties, materials or substances containing lead.

Is deleted and replaced with the following:

- q. Lead: Bodily injury or Property Damage resulting from, arising out of, or connected with, the inhalation, ingestion, and/or any type or form of exposure to, and/or contact with, lead or any products, properties, materials or substance containing lead. The cost of clean up, mitigation, or compliance with any Federal, State or local statute or regulations, related to lead or any products, properties, materials or substances containing lead, including but not limited to any claims, causes of actions or allegations related to or arising out of Code of Federal Regulation Title 40, Protection of the Environment § 745.61, et seq. as the regulations currently exist or may hereinafter be revised or amended or replaced are also specifically excluded. The imposition of any fines, penalties, multiplication of damages or attorney fees provided under any statute, regulation, law or jurisprudence, resulting from or arising out of, or connected with the inhalation, ingestion, and/or any type or form of exposure to, and/or contact with, lead or any products, properties, materials or substance containing lead are also specifically excluded.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

SUB-CONTRACTOR AMENDMENT

The Indemnity Agreement is amended to apply to occurrences resulting in claims against the Named Indemnitee that would have otherwise been excluded solely because of the New Home Warranty Act Amendment or the indemnity limitations of Indemnity Agreement B, Limitations 2.n. or 2.o., when such occurrences are caused by a sub-contractor of the Named Indemnitee, but only if all of the following conditions are fully satisfied:

1. The occurrence involves a “home” as defined by Louisiana New Home Warranty Act (La.R.S. 9:3141, et seq.);
2. The damages or alleged damages must be the result of an occurrence that arises from the plumbing, electrical, heating or ventilation systems of the home exclusive of any appliance, fixture, and equipment. For the purposes of this Amendment, coverage is limited specifically to (1) those claims that are timely asserted against the Named Indemnitee as a “Builder” during the applicable preemptive period under the Louisiana New Home Warranty Act; and (2) the Named Indemnitee’s obligations as provided for in the Louisiana New Home Warranty Act in La.R.S. 9:3144 A (2).;
3. The sub-contractor had a general liability insurance policy in force at the time the sub-contractor performed the work for the Named Indemnitee on the home that is the subject of a timely claim against the Named Indemnitee and the home was built by the Named Indemnitee;
4. The Named Indemnitee has a valid certificate of liability insurance from the sub-contractor covering the period of time the sub-contractor worked for the Named Indemnitee on the home the Named Indemnitee constructed which is the subject of the claim;
5. The sub-contractor does not have a general liability insurance policy in effect at the time the lawsuit is filed against the Named Indemnitee;
6. The claim against the Named Indemnitee is based solely on the work the sub-contractor performed for the Named Indemnitee on the home; and
7. The indemnity coverage, if any, provided under this Amendment is excess of any insurance or indemnity available to the sub-contractor or the Named Indemnitee.

All of the terms and provisions of the Indemnity Agreement remain unchanged and in full force and effect and are not modified by this amendment except as otherwise provided for herein.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

DRYWALL REMEDIATION AMENDMENT

Notwithstanding any provision in this Indemnity Agreement or in the Schedule(s) to the contrary, this Indemnity Agreement does not apply to any occurrence, claim, lawsuit, or damage, whether actual or alleged, that is in any way related to, connected with, or arising out of:

- (a) the repair, remediation, renovation, demolition, removal, replacement and/or cleanup of Defective Drywall; and/or
- (b) any work related directly or indirectly to Defective Drywall's presence anywhere including in buildings, homes and/or structures

if the Indemnitee knew or should have known that any work was related directly or indirectly to the presence of Defective Drywall.

For the purposes of this Amendment, "Defective Drywall" shall include but not be limited to Chinese Drywall or any other type of drywall which actually or allegedly causes, contributes to, or is in any manner related to (1) the deterioration, corrosion, decay, discoloration or degeneration of any metal including but not limited to copper and silver; or (2) contains or is alleged to contain any element, chemical or compound that release gases, solids or liquids which causes, or is alleged to cause, or contributes to, any Bodily Injury or Property Damage.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

**NAMED INDEMNITEE V. NAMED INDEMNITEE
AMENDMENT**

Notwithstanding any provision in this Indemnity Agreement or the Schedules to the contrary, this Indemnity Agreement does not apply to any occurrence, claim, lawsuit or damages asserted by any Named Indemnatee against any other Named Indemnatee. For the purposes of this Amendment, the Named Indemnatee includes, but is not limited to, any organization, partnership, joint venture, Limited Liability Company, unincorporated association, sole proprietorship and/or corporation owned in whole or in part by a Named Indemnatee.

All of the terms and provisions of the Indemnity Agreement remain unchanged and in full force and effect and are not modified by this amendment except as otherwise provided for herein.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

ELEVATION AND MOVEMENT AMENDMENT

Notwithstanding any provision of this Indemnity Agreement or the Schedule(s) to the contrary, this Indemnity Agreement does not apply to Bodily Injury, Property Damage and Personal and Advertising Injury arising out of, connected with, or in any way related to:

1. The lifting, elevation or movement of any home, building or structure by any means. This exclusion includes but is not limited to the use of Mobile Equipment, cranes, stationary jacks, or hydraulic lifting devices of any kind; or
2. The Named Indemnitee's Work, any Indemnitee's work or work performed by anyone for any Indemnitee on any home, building or structure which has been lifted, elevated or moved by any means. This exclusion includes but is not limited to homes, buildings or structures that were lifted, elevated or moved by Mobile Equipment, cranes, stationary jacks or hydraulic lifting devices.

LOUISIANA HOME BUILDERS ASSOCIATION TRUST INDEMNITY AGREEMENT

AMENDMENT OF INDEMNIFIED AGREEMENT DEFINITION

THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT, PLEASE READ IT CAREFULLY

Section I Part 12 Indemnified Agreement is deleted and replaced with the following:

12. Indemnified Agreement means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- c. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- d. An elevator maintenance agreement;
- e. A sidetrack agreement;
- f. That part of any other written contract or agreement pertaining to the Named Indemnitee's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Indemnitee assumes the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by the Named Indemnitee or by those acting on the Named Indemnitee's behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Subpart f. does not include that part of any contract or agreement;

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the Indemnitee, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Indemnitee's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

AMENDMENT

This amendment supplements Section IV-Commercial General Indemnity Conditions Part 2 Duties in the Event of a Claim or Lawsuit, by adding:

- “(d) In the event a claim or a lawsuit results in an arbitration award, any indemnitee, who is a party to the arbitration, agrees to cooperate with the Trust in seeking confirmation of the arbitration award in accordance with the provisions of Louisiana Binding Arbitration Law, R.S. 9:4209 or any statutes replacing or succeeding said statute.”

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

**NEW MANUFACTURED AND MODULAR HOME
WARRANTY ACT AMENDMENT**

Notwithstanding any provision in this Indemnity Agreement or in the Schedule(s) to the contrary, this Indemnity Agreement does not apply to any Occurrence, claim, lawsuit or damage, whether actual or alleged, that is in any manner subject to, governed by, arises out of, or is otherwise connected with, the warranties or any other obligations required by a “Builder” under the Louisiana New Manufactured and Modular Home Warranty Act (La. R.S. 51:912.1, *et seq.*). For purposes of this Amendment, the term “Builder” has the same meaning as defined in the Louisiana New Manufactured and Modular Home Warranty Act.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

**INFORMATION AND DATA
RELATED LIABILITY AMENDMENT**

Notwithstanding any provision in this Indemnity Agreement or in the Schedule(s) to the contrary, this Indemnity Agreement does not apply to any Occurrence, claim, lawsuit or damage, (including consequential damages), whether actual or alleged, that in any manner arises out of, is related to, or is otherwise connected with:

- (1) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data; or
- (2) Any access to, or disclosure of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information , credit card information, health information, or any other type of nonpublic information.

For purposes of this Amendment, electronic data shall mean information, programs, calculations, statistics, and facts that are created, stored on, stored as, used on, or transmitted to or from computer software of every nature and kind (such as, but not limited to CD-ROMs, hard drives, and applications software) or any other media that are, or can be, used with electronically controlled devices and/or equipment.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

**SUPPLEMENTAL ADDITIONAL REPORTING
PERIOD AMENDMENT**

Notwithstanding any provision in this Indemnity Agreement or in the Schedule(s) to the contrary, it is specifically agreed that Section V4. Of the Agreement which currently provides as follows:

4. Subject to Paragraph 2. above, the Named Indemnitee shall also have the option of obtaining a seven (7) year supplemental additional reporting period for an additional Contribution of 200% of the expiring annual contribution. The seven (7) year supplemental additional reporting period supersedes and replaces the basic reporting period. The seven (7) year supplemental additional reporting period is also subject to the following:
 - a. The Trust must receive a written request for the seven (7) year supplemental additional reporting period, if elected by the Named Indemnitee, within 30 days of the end of the Agreement Term.
 - b. The seven (7) year supplemental additional reporting period, if elected by the Named Indemnitee, will not go into effect unless and until the Named Indemnitee pays the Trust the additional Contribution required for this supplemental additional reporting period, which must be paid no more than one hundred eighty (180) days after the end of the Agreement term.
 - c. If the Named Indemnitee elects the seven (7) year supplemental additional reporting period, the Named Indemnitee must make an additional Contribution as determined by the Trust.
 - d. The seven (7) year supplemental additional reporting period, if elected by the Named Indemnitee, shall be excess over any other valid and collectible insurance or indemnity available under policies or other agreements in force after this supplemental additional reporting period starts.
 - e. The seven (7) year supplemental additional reporting period starts with the end of the Agreement Term and lasts for:
 1. Seven years with respect to claims because of Bodily Injury and Property Damage arising out of an Occurrence reported to the Trust, in writing, not later than seven (7) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In The Event of Occurrence or Offense;
 2. Seven years with respect to claims because of Personal and Advertising Injury arising out of an offense reported to the Trust, in writing, not later

than seven (7) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In the Event of Occurrence or Offense; and

3. Seven (7) years with respect to claims arising from Occurrences or offenses not previously reported to the Trust.

The seven (7) year supplemental additional reporting period does not apply to claims that are covered under any subsequent insurance or indemnity available to the Indemnitee, or that would be covered but for exhaustion of the insurance or indemnity applicable to such claims. The indemnity available to the Indemnitees for seven (7) year supplemental additional reporting period is limited to the Limits of Indemnity remaining, if any, at the end of the Agreement Term. The seven (7) year supplemental additional reporting period does not reinstate or increase the limits of Indemnity.

is deleted and replaced with the following:

4. Subject to Paragraph 2. above, the Named Indemnitee shall also have the option of obtaining either a (a) three (3) year supplemental additional reporting period for an additional Contribution of 100% of the expiring annual contribution for the three (3) year supplemental additional reporting period; or (b) seven year supplemental additional reporting period for an additional contribution of 200% of the expiring annual contribution. If purchased, the three (3) year or the seven (7) year supplemental additional reporting period, as the case may be, supersedes and replaces the basic reporting period. The three (3) year and the seven (7) year supplemental additional reporting period if applicable are also subject to the following requirements and conditions:
 - a. The Trust must receive a written request for the three (3) year or the seven (7) year supplemental additional reporting period from the Named Indemnitee within 30 days of the end of the Agreement Term.
 - b. The three (3) year or the seven (7) year supplemental additional reporting period, if requested by the Named Indemnitee, will not go into effect unless and until the Named Indemnitee actually pays the Trust the full amount of the additional Contribution required for the selected supplemental additional reporting period as set forth herein, which must be paid no more than one hundred eighty (180) days after the end of the Agreement Term as set forth in item ____ of the schedule.
 - c. If the Named Indemnitee elects the three (3) year or the seven (7) year supplemental additional reporting period, the Named Indemnitee must make an additional Contribution as set forth herein.
 - d. If the three (3) year or the seven (7) year supplemental additional reporting period is selected by the Named Indemnitee and paid for as set forth herein, this Indemnity Agreement shall be excess over any other valid and collectible insurance or indemnity available under policies or other agreements in force after the supplemental additional reporting period starts.
 - e. The three (3) year supplemental additional reporting period if elected and paid for as set forth herein starts with the end of the Agreement Term and lasts for:

1. Three (3) years with respect to claims because of Bodily Injury and Property Damage arising out of an Occurrence during the Agreement Term and reported to the Trust, in writing, not later than three (3) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In The Event of Occurrence or Offense;
 2. Three (3) years with respect to claims because of Personal and Advertising Injury arising out of an Occurrence during the Agreement Term and reported to the Trust, in writing, not later than three (3) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In the Event of Occurrence or Offense; and
 3. Three (3) years with respect to claims arising from an Occurrence during the Agreement and reported to the Trust in writing, not later than three (3) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In the Event of Occurrence or Offense.
- f. The seven (7) year supplemental additional reporting period if elected and paid for as set forth herein starts with the end of the Agreement Term and lasts for:
1. Seven years with respect to claims because of Bodily Injury and Property Damage arising out of an Occurrence during the Agreement Term and reported to the Trust, in writing, not later than seven (7) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In The Event of Occurrence or Offense;
 2. Seven years with respect to claims because of Personal and Advertising Injury arising out of an Occurrence during the Agreement Term and reported to the Trust, in writing, not later than seven (7) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In the Event of Occurrence or Offense; and
 3. Seven (7) years with respect to claims arising from an Occurrences during the Agreement Term and reported to the Trust in writing, not later than three (3) years after the end of the Agreement Term, in accordance with Paragraph 4 of Section IV – Duties In the Event of Occurrence or Offense.
- g. Neither the three (3) year nor the seven (7) year supplemental additional reporting period applies to claims that are covered under any subsequent insurance or indemnity available to the Indemnitee, or that would be covered but for exhaustion of the insurance or indemnity applicable to such claims.
- h. The indemnity available to the Indemnitees for the three (3) year supplemental additional reporting period or the seven (7) year supplemental additional reporting period, whichever is applicable, is limited to the Limits of Indemnity remaining, if any, at the end of the Agreement Term. Neither the three (3) year supplemental additional reporting period nor the seven (7) year supplemental additional reporting period reinstate or increase the limits of Indemnity.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

**REMOVAL OF COVERAGE FOR ALL AIRCRAFT
(MANNED AND UNMANNED)**

SECTION II – INDEMNITY AGREEMENTS

INDEMNITY AGREEMENT B: BODILY INJURY AND PROPERTY DAMAGE

2. Indemnity Limitations

k. Aircraft, Auto Or Watercraft

is deleted in its entirety and replaced with the following:

- k. **Aircraft, Auto Or Watercraft:** Bodily Injury or Property Damage arising out of the ownership, maintenance, use, or entrustment to others of any manned or unmanned aircraft (including, but not limited to, drones), Auto, or watercraft. Use includes operation and loading or unloading.

This limitation applies even if the claims against any Indemnitee allege negligence or other wrongdoing in the supervising, hiring, employment, training, or monitoring of others by any Indemnitee.

This limitation does not apply to:

- (1) Parking an Auto on, or on the ways next to, premises the Named Indemnitee owns or rents, provided the Auto is not owned by or rented or loaned to the Named Indemnitee or an Indemnitee;
- (2) A watercraft while ashore on premises the Named Indemnitee owns or rents;
- (3) A watercraft the Named Indemnitee does not own that is:
 - (a) Not being used to carry persons or property for a charge; and
 - (b) Less than 26 feet long;
- (4) Bodily Injury or Property Damage arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of Mobile Equipment; or
- (5) Liability assumed under any Indemnified Agreement for the ownership, maintenance, or use of watercraft.

And:

SECTION IV – COMMERCIAL GENERAL INDEMNITY CONDITIONS

6. Other Insurance or Indemnity Available to an Indemnitee

Item b.(2)(a), which currently reads as follows:

- (a) If the loss arises out of the maintenance or use of aircraft, Autos or watercraft to the extent not subject to Indemnity Limitation paragraph k., of Section II – Indemnity Agreement B - Bodily Injury And Property Damage Liability;

is deleted in its entirety and replaced with the following:

- (a) If the loss arises out of the maintenance or use of Autos or watercraft to the extent not subject to Indemnity Limitation paragraph k., of Section II – Indemnity Agreement B - Bodily Injury And Property Damage Liability;

All other terms and provisions of the Indemnity Agreement remain unchanged and in full force and effect.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

Arbitration and Indemnatee Retention Amount Amendment

The Indemnity Agreement Definition 13, Indemnity Retention Amount, which reads: “13. **Indemnity Retention Amount** means the total amount the Indemnatee must pay in defense costs and damages as shown in the Schedule for any one Occurrence before the Trust is obligated to make any payments to which this Agreement applies” is deleted and replaced with the following:

13. **Indemnity Retention Amount** means the total amount the Indemnatee must pay for defense costs and damages¹ as set forth in the Schedule of Indemnatee Retention Amounts below for any one Occurrence before the Trust is obligated to make any payments to which this Agreement applies.

Schedule of Indemnatee Retention Amounts

- a. \$1,000 for all Occurrences other than Occurrences that arise out of, are related to, or are connected with a construction contract or construction agreement.
- b. For Occurrences that arise out of, are related to, or are connected with a construction contract or construction agreement:
 - (1) \$1,000 if the construction contract or construction agreement contains a written, mandatory, binding and enforceable arbitration provision which requires arbitration in accordance with the American Arbitration Association (“AAA”) rules, and the claim or dispute is actually submitted for binding arbitration as provided above and as provided in compliance with La. R.S. 9:4201, *et seq.*, and is resolved while the arbitration proceeding is ongoing or by a final binding arbitration award which is confirmed by a court with jurisdiction over the subject matter and the parties to the arbitration;
 - (2) \$1,000 if the parties to the construction contract or construction agreement are bound by a written, mandatory, binding and enforceable arbitration provision in any new home warranty product which requires arbitration, and the claim or dispute is actually submitted for binding arbitration as provided above and as provided in compliance with La. R.S. 9:4201, *et seq.*, and is resolved while the arbitration proceeding is ongoing or by a final binding arbitration award which is confirmed by a court with jurisdiction over the subject matter and the parties to the arbitration; or
 - (3) \$7,500 if the provisions in (1) or (2) above are not met.

¹ Defense costs and damages must be approved by the Trust in writing to satisfy the Indemnity Retention Amount.

**THIS AMENDMENT CHANGES THE INDEMNITY AGREEMENT.
PLEASE READ IT CAREFULLY.**

DEVELOPMENT – SUBDIVISION LIMITATION AMENDMENT

The following limitation is added to the Indemnity Agreement:

Notwithstanding any provision of this Indemnity Agreement or the Schedule(s) to the contrary, this Indemnity Agreement does not apply to any Bodily Injury, Property Damage, Personal and Advertising Injury, or Occurrence directly or indirectly arising out of, connected with, or related to the development and/or subdivision of land into two or more lots or building sites.