

40 Hightower Pky.

Dawsonville, GA 30534

770.864.9522

**Subcontractor Statement of Work**

 Subcontract Agreement (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

  **1.** Indemnity. In consideration of the Contract Agreement, and to the fullest extent permitted by law, the Subcontractor shall defend and shall indemnify, and hold harmless, at Subcontractor’s sole expense, the Contractor, the Owner of the property, and the officers, directors, agents, employees, successors and assigns of each of them from and against all liability or claimed liability for bodily injury or death to any person(s), and for any and all property damage, including all reasonable attorney fees, disbursements and related costs, arising out of or resulting from the Work covered by this Contract Agreement to the extent such Work was performed by or contracted through the Subcontractor or by anyone for whose acts the Subcontractor may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties. This indemnity agreement shall survive the completion of the Work specified in the Contract Agreement.

**2.** Insurance. The Subcontractor shall procure and shall maintain until final acceptance of the Work, such insurance as will protect the Contractor, all entities the Contractor is required indemnify and hold harmless, the Owner, and their officers, directors, agents and employees, for claims arising out of or resulting from Subcontractor’s Work under this Contract Agreement, whether performed by the Subcontractor, or by anyone directly or indirectly employed by Subcontractor, or by anyone for whose acts Subcontractor may be liable. Such insurance shall be provided by an insurance carrier rated “A-” or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed. 2.1. The Subcontractor’s insurance shall include contractual liability coverage and additional insured coverage for the benefit of the Contractor, Owner and anyone else the Owner is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations. The insurance required to be carried by the Subcontractor and any Sub-Subcontractors shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of insurance specified hereunder, the Contractor’s and Owner’s insurances shall be excess to Subcontractor’s insurance. 2.2. The Subcontractor warrants that the coverage provided under the commercial general liability policy shall be written on an “occurrence” basis with coverage as broad as the Insurance Service Office Inc.’s form and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage or the Contractor’s, Owner’s (or others as required and as listed below) status as additional insured.

**3.** Not less than five (5) days prior to commencement of the Work and until final acceptance of the Work, Subcontractor shall provide Contractor with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the Subcontract documents. The Subcontractor shall provide Contractor thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide Contractor thirty (30) days prior written notice of a change or cancellation in coverage. Subcontract Agreement Rider (continued).

**4.** Unless otherwise stipulated in the Contract Agreement, the Subcontractor shall maintain no less than the limits specified for each of the following insurance coverages:

 a) Commercial General Liability using an industry standard unmodified coverage form including contractual liability & products/completed operations, with minimum limits of $1,000,000 each occurrence, $2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury; the products/completed operations coverage shall remain in effect for at least two (2) years from the date the work is substantially completed.

b) Comprehensive Automobile Liability insurance with minimum limits of $1,000,000 combined single limit each accident, including bodily injury and property damage liability;

 c) Workers' Compensation and disability benefit insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the Work is performed.

**5.** If Subcontractor engages a Sub-Subcontractor, it is the affirmative duty of the Subcontractor to ensure that any Sub-Subcontractor complies with the insurance and indemnification requirements of this Contract Agreement.

6. Termination and default: This subcontract may be terminated by the Contractor in whole or in part whenever the Subcontractor defaults in its performance of the Subcontract, whether materially or otherwise, and fails to correct such default within 5 days of written notice from the Contractor. Any termination shall be effective by delivering the written notice via fax, mail, or hand. If as a result of default by the Subcontractor, the Contractor shall incur damages or becomes obligated to pay damages to the Owner, the Subcontractor agrees to pay the Contractor as damages and not as penalty, any incurred costs.

**6.** The Subcontractor and his insurer shall waive all rights of subrogation against the Contractor, Owner and any other indemnified party, except as respects Worker’s Compensation insurance.

7. Waiver of Subrogation: Subcontractor waives all rights against the Contractor, Owner, Engineer, Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker’s compensation and employer’s liability insurance maintained per requirements stated above.

8. Dispute resolution: Any claims, disputes or controversies including a breach of this agreement shall be first submitted to mediation in accordance with the laws of the State of Georgia.

9. Hold Harmless Agreement – All subcontractors and employees will hold Lanier Home Restoration harmless of any damage done by their company during the completion of approved work. You will also hold harmless for any injuries or illness. This also includes any missing property at any home that is being completed for Lanier Home Restoration. In addition to, Lanier Home Restoration will not be responsible for any automobile accidents or injuries cause by an auto accident.

 List of Indemnified Parties and Additional Insureds:

 Acknowledged by:

**Contractor \_Lanier Home Restoration\_\_\_\_\_\_\_ Subcontractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_Jessica Charles \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Title: \_\_\_\_Executive Admin. Asst. \_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Date: \_\_\_\_1/1/2025\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**