

**\*\*\*Disclaimer\*\*\***

**This document may not be complete. Please consult with your attorney for contract language and ways to shift risk. Storage Insurance USA does not provide legal counsel.**

SAMPLE AGREEMENT REGARDING INSURANCE COVERAGE AND INDEMNITY  
LANGUAGE BETWEEN OWNERS, GENERAL CONTRACTORS AND THEIR SUB-  
CONTRACTORS

Project: \_\_\_\_\_

Address: \_\_\_\_\_

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

This Agreement Regarding Insurance Coverage and Indemnity (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20XX, by and between the parties identified above as the Owner, the Contractor and the Subcontractor.

**RECITALS**

WHEREAS, the Owner and Contractor have engaged the Subcontractor to perform work at the Project;

WHEREAS, as a condition of the Subcontractor performing work at the Project, the Subcontractor is required to maintain General Liability, Umbrella Liability, Business Automobile Liability, Professional Liability (if applicable) and worker’s compensation insurance coverage; and

WHEREAS, the Owner, Contractor and Subcontractor desire to set forth herein their understanding regarding the Contractor’s insurance and indemnity requirements.

Now Therefore, in consideration of the Owner and Contractor hiring the Subcontractor to perform work at the Project and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner, the Contractor and the Subcontractor agree as follows:

1. To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to Owner) Owner and

Contractor from and against claims, damages, losses and expenses, including but not limited to attorney's fees, charges and expenses, arising out of or resulting from performance or nonperformance of by the Subcontractor of the work at the Project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or willful acts or omissions of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable (collectively, the "Indemnitors") or caused by or arising out of the use of any products, material or equipment furnished by Subcontractor or any other Indemnitor, regardless of whether or not such claim, damage, loss or expense is caused in part by the Owner and/or the Contractor. In any and all claims against Subcontractor or any other Indemnitors, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under workman's compensation acts, disability benefit acts or other employee benefit acts.

2. Insurance. The Subcontractor shall maintain in full force and effect: General Liability insurance , Business Automobile Liability, Umbrella Liability, Directors & Officers Liability (if applicable) and Professional Liability (if applicable), all under which the Owner and the Contractor shall be named as additional insureds, and shall include a waiver of any subrogation rights endorsement against the Owner and Contractor, with minimum liability limits shown below. All policies should be written on a Primary and Non-Contributory basis, and any insurance carried by the Owner and Contractor are non-contributing with these policies.

• Each Occurrence	\$1,000,000
• General Aggregate	\$2,000,000
• Per Project Aggregate	\$2,000,000
• Products & Completed Operations Aggregate	\$2,000,000
• Personal & Advertising Injury	\$1,000,000
• Business Auto combined single limit	\$1,000,000
• Damage to premises Rented to you	\$ TBD
• Umbrella Liability	\$ TBD
• Professional Liability (Errors & Omissions)	\$ TBD
• Directors & Officers Liability	\$TBD

Such policies listed above shall be non-cancelable with respect to Owner and the Contractor without thirty (30) days prior written notice to Owner and Contractor. The Subcontractor shall provide the Owner and Contractor with certificates of insurance evidencing that such insurance is in effect and Owner and Contractor are named as an additional insureds, waiver of subrogation applies, and all policies are written on a Primary and Non-Contributory basis.

The Subcontractor shall also maintain in full force and effect while performing work at the Project, workers compensation insurance coverage with Employers Liability

Limits of at least \$1,000,000/1,000,000/1,000,000, including a waiver of any subrogation rights endorsement against the Owner and Contractor

All insurance requirements imposed upon Subcontractor under this Agreement shall be subject to the requirements that the forms of coverage be reasonably acceptable to Owner and Contractor and that the insurers providing the insurance be licensed in the State of XXXXX, be in sound financial condition, carry an A (X) or better AMBest's rating, and be reasonably acceptable to Owner and Contractor

IN WITNESS WHEREOF, the Owner, Contractor and Subcontractor have set their hand by their duly authorized agent on the date set forth above.

Owner:

\_\_\_\_\_

XXXXXX

\_\_\_\_\_

Date

Contractor:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subcontractor:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_