

This is a **S A M P L E** only. You should consult your attorney for specific language to meet your specific needs. Additionally, you should refer to your general liability policy for any specific requirements.

*Insured's Name and Address*

**INDEMNIFICATION, HOLD HARMLESS AND INSURANCE AGREEMENT**

**A. INDEMNIFICATION AND HOLD HARMLESS**

To the extent permitted by law,

\_\_\_\_\_ (“Subcontractor”)

agrees to defend, indemnify and hold harmless \_\_\_\_\_ (“General Contractor”)

and \_\_\_\_\_ (“Owner”), (if any)

its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Subcontractor, in connection with performance of any work by Subcontractor, its officers, directors, agents, employees and subcontractors.

**B. INSURANCE**

- Subcontractor hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder in the minimum amounts of \$1,000,000 per occurrence (or another appropriate agreed upon amount) and will defend and hold harmless \_\_\_\_\_ (General Contractor) and owner for personal injury, bodily injury and property damage.
- Said liability policies shall name \_\_\_\_\_ (General Contractor) and owner as additional insured's and shall be primary to any other insurance policies.
- Subcontractor will obtain and keep in force Workers Compensation insurance including Employees Liability to the full statutory limits.
- Subcontractor shall furnish to \_\_\_\_\_ (General Contractor) Certificates of Insurance evidencing that the aforesaid insurance coverage is in full force.

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

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

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