

**East Hampton Design and
Renovation Inc.
Contractors Insurance Requirements
and Hold Harmless Agreement**

Contractor:

Subcontractor:

Address:

Dear

This letter agreement ("Agreement") sets forth additional terms and conditions under which xxx ("Subcontractor") agrees to perform work for (East Hampton Design and Renovation Inc.). All contracts, subcontracts, purchase orders, work orders and any other agreements or undertakings, whether verbal or written, which the Subcontractor accepts and performs for the Contractor in connection with any project (hereinafter referred to as the "Subcontractor Work") are expressly made subject to the terms and conditions set forth in this Agreement.

1. Insurance Coverage/Certificates of Insurance

- a. The Subcontractor shall purchase and maintain the insurance as described in this Agreement from a responsible Insurer or Insurers licensed to do business in the State of New York and acceptable to the Contractor, in the type and amount deemed necessary by the Contractor to protect and defend against all claims, loss and liability arising from injury or death and damage to persons or property arising out of the performance or nonperformance of the Subcontract Work. The Subcontractor will not commence work until the required insurance is obtained.
- b. The required insurance shall include workers compensation insurance, business automobile liability insurance covering owned, hired and non-owned vehicles, comprehensive general liability insurance (including premises/operations, independent contractors, complete operations and contractual liability covering indemnification agreements), umbrella/excess liability insurance that applies in excess of the required commercial general liability and business automobile liability, and such other insurance as Contractor deems necessary and prudent, all such insurance to be written on an occurrence basis.
- c. The Contractor shall be named as additional insured on the general liability automobile liability insurance and umbrella/excess insurance policies. The Subcontractor will have an endorsement substantially in the form set forth below added to its comprehensive general liability, automobile liability insurance and

umbrella/excess insurance policies:

It is hereby agreed and understood that the Contractor is named as an additional insured. The coverage afforded to the additional insured under this policy shall be primary insurance. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance.

Consistent with the forgoing, to the extent that the Contractor is required to designate any person or entity as additional insured on the Contractor's policies of insurance, such person or entity also shall be named as additional insured on the Subcontractor's policies.

- d. The Subcontractor's comprehensive general liability insurance, workers compensation insurance, business automobile liability insurance and umbrella/excess insurance, as required by this section 1 shall be written with limits of liability not less than the following.

Comprehensive General Liability Insurance

Combined single limit (Bodily Injury and Property Damage)

\$1,000,000.00 each occurrence

\$2,000,000.00 aggregate

Workers Compensation Insurance

As required by applicable law

Business Automobile Liability Insurance

\$1,000,000.00 each occurrence

Umbrella/Excess Insurance

\$5,000,000 per occurrence and \$5,000,000 in the annual aggregate

- e. Comprehensive general liability insurance and other liability insurance may be arranged under a single policy for the full limits required, or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.
- f. The Subcontractor shall maintain completed operations liability insurance for one year after acceptance of any Subcontract Work or substantial completion of any project to which the Subcontract Work relates, or to the time required by any other agreement, whichever is longer. The Subcontractor shall furnish the Contractor evidence of such insurance before completion of the Subcontract Work.

- g. All insurance policies shall provide that the Contractor will be notified by the insurer of the cancellation or the amendment of the policy at least (30) days prior the date that the cancellation or amendment takes effect. The Subcontractor shall notify the Contractor of any in coverage of any insurance policy not less than (10) days prior to the change in policy.
- h. All insurance policies shall contain a waiver of subrogation clause by the insurers against Landlord in connection with any loss or damage insured under the Subcontractor's policies.
- i. Certificates of Insurance and a copy of the additional-insured endorsement, indicating that all insurance required under this Agreement is in force, shall be delivered to the Contractor prior to the Subcontractor's performance of the Subcontractor Work and at least fifteen (15) days prior to each renewal of said insurance annually thereafter. Upon Contractor's request, Subcontractor shall deliver to Contractor copies of the policies of insurance required under this Agreement.

Each certificate of insurance shall set forth the type and amount of insurance, the number of the policy, the date coverage under the policy begins and the date that coverage expires.

- j. The Contractor, by requiring the Subcontractor to purchase insurance, shall not be deemed to waive the Contractor's right to bring any action, to the fullest extent permitted by law, for any loss which may be covered, completely or in part, by that insurance. In no event shall the limits of such insurance policies required hereunder be considered as limiting the liability of Subcontractor under this Agreement. Nor shall the fact that insurance is obtained for a certain risk be deemed to release, relieve or diminish the liability of the Subcontractor to indemnify the Contractor pursuant to the provisions of this Agreement or otherwise. The damages recoverable by the Contractor in any action shall not be limited by the amount of coverage specified in the insurance policy or policies, but shall be the amount of actual damages recoverable by law, including, but not limited to, contractual contribution, contractual indemnification, and/or common-law indemnification.
- k. If Subcontractor fails to comply with the foregoing insurance requirements or to deliver to Contractor copies of such policies and certificates evidencing the coverage required herein, Contractor, in addition to any remedy available pursuant to this Agreement or otherwise, may, but shall not be obligated to, obtain such insurance and Subcontractor shall pay to Contractor on demand the premium costs thereof, plus an administrative fee of fifteen percent (15%) of the cost.

2. Indemnification

The Subcontractor shall indemnify, defend and hold harmless the Contractor and each of the Contractor's shareholders, directors, officers, partners, members, employees, agents, subsidiaries and divisions (and each of their heirs, successors and assigns) from and against any and all claims, losses, expenses, costs, fines penalties, corrective measures, and damages, including but not limited to judgments, attorney's fees, court costs and costs of appellate proceedings (collectively, "Losses"), which arise out of, in connection with, or as a consequence of (a) the performance or nonperformance of the Subcontractor Work, including, but not limited to, for injury to, or sickness, illness or death of, any person (including but not limited to, any employee of the Subcontractor or any employee of any of its Subcontractors), or on account of damage to property, including loss thereof, and (b) any breach by Subcontractor of any covenant, warranty or representation set forth in this Agreement or in any other agreement between the Contractor and the Subcontractor.

The indemnification provisions of this Section 2 are binding on the Subcontractor to the fullest extent permitted by law and do not negate, abridge or reduce any other rights or obligations of the Contractor with respect to indemnification or partial indemnification (whether contractual or common-law), or contractual contribution.

3. Compliance with Federal, State and Local Law

The Subcontractor agrees to be bound by, and at its own cost, comply with, all federal, state and local laws, ordinances and regulations (hereafter collectively referred to as "Laws") applicable to the Subcontractor Work including, but not limited to, the federal Occupational Safety and Health Act (OSHA). The Subcontractor shall be liable to the Contractor for all Losses resulting from the failure of Subcontractor or its subcontractors to comply with Laws.

Please indicate your acceptance of the terms and conditions set forth above by signing and dating a copy of this Agreement where indicated, and returning it to undersigned at the address above.

Thank you for your cooperation.

(SIGNATURES APPEAR ON NEXT PAGE)

Very truly yours, East Hampton

Design and Renovation Inc.

By: _____
Rinat Iakupov, President

The foregoing terms and conditions are acknowledged, accepted and agreed to.

Dated: _____

Subcontractor: _____

Signed by: _____

Print Name: _____

Title: _____