

# Sample Insurance and Indemnity Provision

## 1. Insurance

### a. Subcontractor's Insurance:

The Subcontractor shall, at its own cost and at all times during the performance of the Work, secure and maintain in force policies of insurance covering the following types of coverage and minimum limits:

- i. Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ii. Workers' Compensation Insurance: As required by applicable law.
- iii. Automobile Liability Insurance: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- iv. Professional Liability Insurance (if applicable): \$1,000,000 per claim.

### b. Additional Insured:

Contractor and Owner shall be named as additional insureds on the CGL and Auto Liability policies with respect to the Work performed under this Subcontract.

### c. Certificates of Insurance:

Prior to starting work, Subcontractor shall provide Contractor with certificates of insurance as evidence of the required coverage.

## 2. Indemnity

### a. Subcontractor's Duty to Indemnify:

To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless Contractor, Owner, and their officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided 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), but only to the extent caused by the negligent acts or omissions of Subcontractor, its sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

### b. No Limitation:

Nothing in this provision shall be interpreted as limiting any other rights or remedies available to Contractor under this Subcontract or at law.

## 3. Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner, and their agents and employees for recovery of damages to the extent these damages are covered by insurance policies maintained as required herein.