

## **HOLD HARMLESS STATEMENT**

**Insurance:** The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels or insurance:

- A. Worker 's Compensation insurance covering the legal liability of the Contractor and its subcontractors under the applicable worker 's compensation or occupational disease laws of the State or Federal Government for claims for personal injuries and death resulting therefrom to the Contractor and its subcontractors 'employees. The Subcontractor shall also obtain a minimum of **\$500,000.00** of Employers 'Liability Insurance. Certificate of insurance must include a waiver of subrogation in favor of **CTJ Construction Company, Inc.**
- B. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the Services, for claims for personal injuries (including death) and property damage resulting therefrom arising out of the Services to be performed by the Subcontractor, in an amount no less than **\$1,000,000.00** for any one occurrence, **\$2,000,000.00** General Aggregate (subject to a per project general aggregate provision), **\$2,000,000.00** Products/completed Operations Aggregate limit. Commercial General Liability insurance shall be obtained which shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and **CTJ Construction Company, Inc.**, as well as its directors, officers, and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Form CG 20 10 10 01 and CG 20 37 10 01 must be shown on the certificate of insurance or its equivalent.
- C. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the subcontractor who may be engaged in the Services, for claims for personal injuries and death resulting therefrom and for property belonging to others than the Subcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amount no less that: (i) **\$1,000,000.00** for any one person (ii) **\$1,000,000.00** for bodily injury for any one occurrence; and (iii) **\$1,000,000.00** for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment, and **CTJ Construction Company, Inc.** shall be named as an additional insured on such policy.

The Subcontractors 'insurance coverage shall be primary insurance as respect work on this project for **CTJ Construction Company, Inc.**, its directors, officers, and employees. Any insurance or self-insurance maintained by **CTJ Construction Company, Inc.** shall be excess of the Subcontractors ' insurance and shall not contribute with it. The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby waives and relinquishes any right of subrogation against **CTJ Construction Company, Inc.** and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Worker 's Compensation, or Employer 's Liability Act. Subcontractor shall require its insurer to notify **CTJ Construction Company, Inc.** thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies.

To the extent that the Subcontractor utilize deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Subcontractor and will be considered as the subcontractors 'expenses and not part of the normal expenses associated with this Agreement. Insurance shall be placed with insurers with a Best 's rating of no less that A- or better.

**Indemnification.** Contractor shall and hereby does indemnify and hold harmless **CTJ Construction Company, Inc.**, its parent and affiliates, their respective officers, directors, employees and agents, from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses, including reasonable legal fees and expenses, sustained by any person or property in consequence of any defects or deficiencies in the services, latent or otherwise, and any nonconformity such services with applicable federal, state, county and local laws, ordinances, regulations and codes. Such indemnification shall survive the termination or expiration of this Agreement.

\_\_\_\_\_  
(Subcontractor)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Authorized Signature)