**SAMPLE**

**THIS IS NOT LEGAL ADVICE**

**Agreement with Contractors**

In consideration of the utilization of the Contractor's services by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and other valuable consideration, the receipt of which is hereby acknowledged, Contractor agrees that all persons furnished by Contractor shall be considered the Contractor's employees or agents and that Contractor shall be responsible for payment of all unemployment, social security, and other payroll taxes, including contributions from them when required by law.

Contractor agrees to indemnify and save **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and its employees, agents, officers and servants harmless from any claims, damages, losses, fines or penalties (including the costs, expenses and reasonable attorney fees on account thereof) that may be made: (1) by anyone for injuries to persons or damage to property, including theft, resulting from Contractor's acts or omissions or the acts or omissions of those persons furnished by Contractor; or (2) by persons furnished by Contractor or his sub-contractors under workers' compensation or similar acts. Contractor agrees to defend **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and its employees, agents, officers and servants against any such claims or demands against **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** or its employees, agents, officers and servants for which Contractor is responsible hereunder.

Contractor also agrees to maintain in full force and effect with insurance companies licensed to provide such insurance in the state where the work is to be performed, the types, amounts, and terms of insurance that are indicated below next to a checked box:

|  |  |  |
| --- | --- | --- |
| [ ]  |  | Professional Liability Insurance for all professionals. The minimum limit carried on such insurance shall be $1,000,000 each claim, and $3,000,000 in the aggregate. If a claims-made form is provided, the Contractor agrees to maintain such professional liability insurance for a period of one year after the last date of service. |
|  |  |  |
| [ ]  |  | Commercial General Liability insurance on an occurrence form including completed operations coverage utilizing an ISO standard form or its equivalent. The minimum limits of liability shall be $3,000,000 general aggregate, $3,000,000 products-completed operations aggregate; $1,000,000 personal and advertising injury; $1,000,000 each occurrence. In lieu of $3,000,000 general and completed operations aggregates, a $1,000,000 per project aggregate applicable separately to each project to which this contract applies may be utilized.Contractor agrees to name **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as an additional insured on the commercial general liability insurance. |
|  |  |  |
| [ ]  |  | Comprehensive Automobile Liability insurance for all owned, leased, non-owned and hired vehicles. The minimum limit of liability shall be $1,000,000 each accident, combined single limit for bodily injury and property damage. |
|  |  |  |
| [ ]  |  | Workers' Compensation Insurance providing statutory coverage including employers liability insurance with a limit of liability of at least $500,000 each accident, bodily injury by accident; $500,000 each employee, bodily injury by disease; $500,000 policy limit, bodily injury by disease. Cover to include a waiver of subrogation. |
|  |  |  |
| [ ]  |  | Umbrella Liability insurance on an occurrence basis extending over the above insurances with minimum limits of $5,000,000 per occurrence and $5,000,000 per project aggregate. Contractor agrees to name **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as an additional insured on the umbrella liability insurance (or provide evidence that coverage is follow form general liability). |

The insurance required herein shall be written for not less than the minimum amounts or greater if required by law indicated above, except that if Contractor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein:

Contractor agrees to furnish certificates of the above-mentioned insurance to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** before commencing work, and with respect to termination of or expiration of the current insurance policies, the insurer shall provide advance written notice to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** at least thirty (30) days in advance of each termination or expiration date. Such certificates shall state that in the event of cancellation or material change, written notification shall be given to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** at least thirty (30) days in advance of such cancellation or change.

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

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

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