

YOU BE THE CUSTOMER: Which is your 1st (Best), 2nd, 3rd, 4th and 5th (least Best) choice of these insurance provisions for your organization?

Vendor Blue

Vendor shall purchase and maintain insurance for the mutual benefit of Vendor and Customer.

Vendor Red

Vendor shall purchase and maintain general liability insurance and provide Customer on request with a Certificate of Insurance evidencing such coverage.

Vendor Green

Vendor shall purchase and maintain customary general liability insurance and provide Customer with a Certificate of Insurance evidencing such coverage and naming the Customer as Additional Insured within 10 days of commencing the Project.

Vendor Yellow

Vendor shall purchase and maintain customary general liability insurance and provide Customer with a Certificate of Insurance evidencing such coverage within 10 days of commencing the Project.

Vendor Purple

Vendor shall at all times maintain in effect, general liability insurance, in an amount no less than \$1MM/occurrence \$3MM/aggregate, and naming Customer as an Additional Insured. Prior to the commencement of the Project, Vendor shall deliver to Customer a Certificate of Insurance to such effect.

YOU BE THE CUSTOMER: Which is your 1st (Best), 2nd and 3rd (least Best) choice of these indemnities for your organization?

Vendor Peter

To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless Customer, its officers, directors, agents and employees (collectively, the "indemnified parties") from and against (1) any and all claims, suits, damages, losses or liabilities for injuries (including death) to persons or property resulting from, or caused solely by the negligence or willful misconduct of Vendor in its performance of the work specified under this contract or any related sub-contract; and, (2) any and all costs, expenses and fees, including but not limited to reasonable out-of-pocket attorneys' fees and expenses incurred in connection therewith and in connection with the enforcement of this indemnification provision.

Vendor Paul

To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless Customer, its officers, directors, agents and employees (collectively, the "indemnified parties") from and against (1) any and all claims, suits, damages, losses or liabilities for injuries (including death) to persons or property resulting from or caused by, Vendor's performance of the work specified under this contract or any related sub-contract; and, (2) any and all costs, expenses and fees, including but not limited to reasonable out-of-pocket attorneys' fees and expenses incurred in connection therewith and in connection with the enforcement of this indemnification provision.

Vendor Mary

To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless Customer, its officers, directors, agents and employees (collectively, the "indemnified parties") from and against (1) any and all claims, suits, damages, losses or liabilities for injuries (including death) to persons or property arising out of, or in connection with, Vendor's performance of the work specified under this contract or any related sub-contract; and, (2) any and all costs, expenses and fees, including but not limited to reasonable attorneys' fees and expenses incurred in connection therewith and in connection with the enforcement of this indemnification provision. This indemnity specifically contemplates full indemnity in the event of liability imposed against an indemnified party without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual gross negligence on the part of an indemnified party causing or contributing to the underlying claim, in which case indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, operation of law or otherwise, to the fullest extent permitted by law.