



17 East Street • Easthampton, MA 01027 • Fax (413) 587-4061
 (413) 587-4060 • 1-800-767-6355

Waiver of Liability and Hold Harmless Agreement

INSURANCE

1. The Subcontractor shall effect and maintain insurance coverage in the following amounts of 1988 ISO Occurrence Form or equivalent the duration of this Subcontract.

| <u>Type of Insurance Coverage</u> | <u>Minimum Insurance Requirements</u> | |
|---|---------------------------------------|-------------|
| Comprehensive General Liability with broad form coverage including | Each Occurrence | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| Products Completed Operations | Aggregate | \$2,000,000 |
| Workers Compensation | (Statutory Requirements) | \$100,000 |
| | | \$500,000 |
| | | \$100,000 |

2. Additionally, the Subcontractor shall carry, at his sole expense, all risk insurance for the full insurable value for damage or loss of personal property of Subcontractor or under the control of or in possession of Subcontractor, including but not limited to materials, equipment, tools, supplies, and machinery.

3. Certificates of Insurance shall be filed with the Contractor prior to the commencement of any work at the project location. The Subcontractor's insurance policies under this provision must name the Contractor as an additional insured and must provide that such policies cannot be modified, cancelled, or not renewed with less than thirty (30) days notice of such action by mail to the Contractor.

4. Failure to maintain adequate insurance coverage shall be deemed to be a material breach of the Subcontract and the Contractors shall be entitled to withhold any and all further payments claimed to be due or owing pursuant to this Subcontract.

5. Certificates for the Subcontractor's general liability coverage shall be written on an "occurrence" basis.

6. To the fullest extent permitted by law the Subcontractor hereby acknowledges and agrees that it shall defend, indemnify, and save harmless the Contractor and any of its officers, directors, employees, agents, affiliates, subsidiaries, and partners from and against all claims, damages, judgments, liability, losses and expenses, including attorney's fees, arising out of resulting from the performance of employees, agents, sub-contractors, or anyone directly or indirectly employed by any of them at the project's worksite, provided that any such claim, damage, judgment, liability, loss expense.

- a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property(other than the Services itself) including loss of use resulting therefrom, and
- b) is caused in whole or in part by the negligent acts omissions of the Subcontractor, its employees, agents, and sub-contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts ant of them may be liable.

TO BE INCLUDED UNDER "DESCRIPTION OF OPERATIONS" ON CERTIFICATE OF INSURANCE

Five Star Building Corp. is included as an additional insured on the General Liability Policy for various work throughout the policy term.

Signed and entered by duly authorized representatives of Contractor and Subcontractor as of the date first written.

Signature of Contractor's authorized representative

Kevin Perrier
Name(print or type)

President, (413) 587-4060
Title/Telephone number

Five Star Building Corp.
Business Name

Signature of Subcontractor's authorized representative

Name (print or type)

Title/ Telephone number

Business Name