

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SUBCONTRACTOR/INDEPENDENT CONTRACTOR INDEMNIFICATION AND INSURANCE CONDITIONS (Deductible and Premium Increase if Conditions not Satisfied)**

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As a condition of this insurance, prior to the commencement of any work to be performed for you or on your behalf by any "Subcontractor" or "Independent Contractor," you must:

A. Enter into a written contract that is fully executed whereby the "Subcontractor" or "Independent Contractor" agrees as follows:

- (1) To defend, indemnify and hold you, your indemnities, the owner, and any other insured(s) harmless to the fullest extent permitted by law from and against all claims, "suits", liens, judgments, damages, losses and expenses, including but not limited to attorney's fees and costs, arising out or alleged to arise out of the work performed by or on behalf of the "Subcontractor" or "Independent Contractor," and
- (2) To procure and maintain until your final acceptance of the completed work performed by or on behalf of the "Subcontractor" or "Independent Contractor":

Commercial General Liability insurance, and if necessary, Commercial Umbrella Liability or Excess Liability insurance, written on an "occurrence" basis, with total combined limits of insurance of not less than:

\$	Per Occurrence;
\$	Personal & Advertising Injury Limit;
\$	General Aggregate; and
\$	Products/Completed Operations Aggregate:

Whereby:

- All insurance procured by the "Subcontractor" or "Independent Contractor" to satisfy the above limits, whether provided for on a primary or on a primary and excess basis, must name you and any other insured(s) as an additional insured and shall apply on a primary and non-contributory basis with respect to any other insurance maintained by you, the owner, and/or any other insured(s).
- All insurance procured by the "Subcontractor" or "Independent Contractor" to satisfy the above limits, whether provided for on a primary or on a primary and excess basis, shall include coverage for the contractual defense and indemnity obligations set forth in item "(1)" above and shall not exclude contractual liability assumed in a contract or agreement that is an "insured contract" as defined by this policy.
- All insurance procured by the "Subcontractor" or "Independent Contractor" to satisfy the above limits, whether provided for on a primary or on a primary and excess basis, shall include coverage for "bodily injury" to employees of the "Subcontractor" or "Independent Contractor" or to employees of any entity working on their behalf.