

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into as of the **10th day of January, 2024** by and between **Headstone World**, with a principal place of business at **15715 N Fwy Service Rd, Houston, TX 77090**, and **6307 - GARDEN PARK CEMETERY (8540 - SCI Texas Funeral Services, LLC)**, with a principal place of business at **801 TEAS ROAD, CONROE, TX 773031606**. Contractor and Company shall be referred to herein individually as a Party and collectively as the Parties.

### RECITALS:

WHEREAS, Company desires to retain Contractor to provide certain services **Monument Setting, monument removal, delivery, engraving, drill and tap ect.,,** and the Parties wish to apportion certain liabilities as provided for herein.

NOW, THEREFORE, in consideration of the valuable consideration and mutual covenants contained herein, the Parties agree as follows:

- Indemnification and Hold Harmless:** Contractor hereby agrees to release, indemnify, defend and hold harmless Company, its parent, subsidiaries and affiliates, its and their respective directors, officers, members, managers, employees, representatives, subcontractors, successors, permitted assigns and agents from and against any and all claims, suits, actions, demands, and legal proceedings and all liabilities, damages, losses, judgments, authorized settlements, costs and expenses including, without limitation, reasonable attorneys' fees, expenses and the cost of enforcing any right to indemnification hereunder ("Claims"), of any kind or character arising out of the performance of its works or the provision of services, asserted by or in favor of any person, party or entity, which arises out of or is related to: (a) personal or bodily injury, illness, sickness, disease or death (including, without limitation, loss of services or wages, or loss of consortium or society); (b) damage to, loss of or destruction of real or personal property; or (c) performance of this Agreement or any of the products or Services provided by Contractor, its employee(s), subcontractor(s) or agent(s).
- Consequential Damages:** COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY TYPE INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE AND LOST SALES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.
- Insurance:** Contractor shall obtain at its own expense, with insurance companies acceptable to Company, the minimum insurance coverage stated in **Exhibit A** to this Agreement, incorporated herein by reference. Contractor shall, within ten (10) days of the Effective Date, provide Company with certificates of insurance evidencing compliance with this paragraph. No material changes or cancellations will occur except upon thirty (30) days prior written notice to Company via certified mail. Contractor shall furnish Company with updated certificates of insurance no later than thirty (30) days prior to any renewal date.
- Severability:** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, then such provision shall be construed as if such invalid or unenforceable provision (or portions thereof) had never been contained herein, and the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby.

5. **Applicable Law:** All disputes or Claims arising out of or relating to this Agreement shall be governed and controlled by the substantive laws of the state where the Services are being performed, without regard to conflicts of laws principles.
6. **Entire Agreement:** This Agreement is the entire agreement between the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall not be amended or modified except in a written document signed by the Parties.
7. **Conflicts:** In the event of any conflict between the terms and conditions of this Agreement and any other terms and conditions set forth in Contractor's or Company's bids, proposals, exhibits, purchase orders, invoices, statements of work, work orders or any other type of memoranda or other document used by either party in the normal course of business, oral or written, the terms of this Agreement shall govern.
8. **Counterparts:** The Parties further agree that this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Both Parties agree that the receipt of a facsimile or email signature will represent final execution and acceptance of the terms and conditions contained in this Agreement.

By signing below, the Parties are agreeing to the terms and conditions contained in this Agreement as of the Effective Date.

#### **6307 - GARDEN PARK CEMETERY**

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

**Name:** Steven Reeves

**Title:** General Manager

**Date:** 1/10/2024

#### **Headstone World**

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

**Name:** Mai Le

**Title:** Manager

**Date:** 1/10/2024

**Exhibit A**  
**Insurance Requirements**

**The following must be obtained before any work or related services are performed for or on behalf of the SCI Legal Entity or its affiliated companies:**

- A Certificate of Insurance should be obtained from any vendor, contractor or subcontractor who is either selling a product or performing services for SCI affiliated locations evidencing the coverages outlined below.
- The SCI Location and its Legal Parent entering into the Agreement should be named as an “Additional Insured” on all coverages as outlined below, except for Workers’ Compensation
- A “Waiver of Subrogation” shall be provided in favor of the SCI Location and its Legal Parent.
- Thirty (30) days notice of cancellation or non-renewal is to be provided to the certificate holder.
- All insurance coverage must be from insurance companies with an A.M. Best Guide rating of "A" or better.
- **OTHER INSURANCE CLAUSE** Each policy of insurance required to be provided by the vendor, contractor or subcontractor who is either selling a product or performing services for an SCI subsidiary or affiliated company under this Agreement shall stipulate that the coverage provided hereunder **is primary, and any other coverage maintained by the SCI subsidiary or affiliated company shall be excess only and non-contributing with the coverage required to be provided herein.**

**WORKERS' COMPENSATION**

Employer's Liability

- Bodily Injury by Accident
- Bodily Injury by Disease
- Bodily Injury by Disease

**Statutory Limits**

\$1,000,000. Each Accident  
\$1,000,000. Each Employee  
\$1,000,000. Policy Limit

**AUTOMOBILE LIABILITY**

Coverage to include:

- Owned, Hired and Non-Owned Liability

\$1,000,000. Per Occurrence  
Combined Single Limit

**GENERAL LIABILITY**

\$1,000,000. Per Occurrence/\$2,000,000 Aggregate

Coverage to include:

- Broad Form General Liability Endorsement
- Broad Form Contractual Liability Endorsement
- Bodily Injury to include Mental Anguish
- Products/Completed Operations coverage

**EXCESS LIABILITY**

\$3,000,000. Per Occurrence/Aggregate