

# Subcontractor Hold Harmless Agreement

(Contractor in this document refers to Central Conveyor Company)

Subcontractor shall:

- A. Indemnify, defend with counsel reasonably acceptable to Contractor, and hold Owner and Contractor, and their respective shareholders, directors, members, managers, officers, employees, agents, successors and assigns, harmless from and against any and all claims (including construction or mechanics lien, builders trust fund or similar claims), liabilities, losses, damages, costs and expenses, including attorney’s fees, resulting from, arising out of or in connection with (i) any alleged or actual infringement or violation by Subcontractor of any patent or patent right in connection with this Subcontract and any work performed hereunder and (ii) any failure to pay by Subcontractor, or its subcontractors, laborers, vendors and materialmen, for labor, services or material provided in connection with Subcontractor’s work under this Subcontract.
  
- B. Indemnify, defend with counsel reasonably acceptable to Contractor, and hold Contractor, and its members, managers, officers, employees, agents, successors and assigns (collectively, the “Indemnitees”), harmless from and against any and all claims, liabilities, losses, damages (including injury to or death sustained by any person, including Subcontractor’s employees, agents and subcontractors (the “Subcontractor Parties”), or damage to property of any kind), costs and expenses, including attorney’s fees (collectively, “Damages”), resulting from, arising out of or in connection with (i) the performance of work by the Subcontractor Parties, (ii) the presence of the Subcontractor Parties on the work site, or (iii) any breach of this Subcontract by Subcontractor, whether or not caused by the active or passive negligence or other fault of the Indemnitees; provided that Subcontractor shall not be liable for any Damages under this Section B that are caused by the sole negligence of the Indemnitees. The indemnification obligations of Subcontractor under Section A above and this Section B shall survive the termination of this Subcontract, for whatever reason.
  
- C. Pay for all materials, equipment, including repairs thereof and parts, fuel and labor, including related sales taxes and other taxes, ordered for or used by Subcontractor in connection with its work under this Subcontract. Subcontract shall not permit any claim of lien or statutory withholding notice to be filed or served with respect to the work performed by Subcontractor under the Contract and shall present to Contractor, on demand, satisfactory evidence of any such payment.

**INSURANCE**

Subcontractor will provide a Certificate of Insurance to Contractor before it begins work under this Subcontract evidencing that Subcontractor has procured and is maintaining the following insurance coverages: (a) Workers’ Compensation and Employers Liability Insurance, as required by any applicable law, regulation or statute; (b) Comprehensive General Liability Insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury, property damage and personal injury liability of \$1,000,000.00 for each occurrence and 1,000,000.00 in the aggregate-complete operations/products; and (c) Automobile Liability Insurance for owned, leased and non-owned automobiles with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. The Certificate of Insurance shall provide that no policy providing any of the foregoing coverages may be cancelled or reduced without thirty (30) days prior written notice to Contractor.

Any insurance policies procured and maintained by Subcontractor for Comprehensive General Liability and Automobile Liability Insurance shall name Contractor, and its members, managers, officers, employees and agents, as additional insureds.

**SUBCONTRACTOR**

Company	Name
Address	Signature
City, State Zip	Title
Phone #	Date