

BATSON-COOK CONSTRUCTION

«SL»

SHORT FORM SUBCONTRACT AGREEMENT

This Subcontractor Agreement (“Agreement”) is made the «udDayOfSub» day of «udMonthOfSub», «udYearOfSub», between «OurCompany», «CompanyAddress», «CompanyCity», «CompanyState» «CompanyZip» (“Contractor”), and «FirmName», «FirmAddress», «FirmCity», «FirmState» «FirmZip» (“Subcontractor”). This Agreement relates to Work to be performed by Subcontractor at the «ProjectDescription», «JobAddress», «JobCity», «JobState» «JobZip» (“Project”) owned by «Owner», «OwnerAddress», «OwnerCity», «OwnerState» «OwnerZip» (“Owner”), whose architect is «ArchEngName», «ArchEngShipAddress1», «ArchEngShipCity», «ArchEngShipState» «ArchEngShipZip» (“Architect”).

In consideration of the mutual covenants set forth herein, Contractor and Subcontractor agree as follows:

1. Subcontractor’s Work. Contractor employs Subcontractor as an independent contractor to perform the following Work at the Project: «SLDescription» (“Subcontractor’s Work”). Subcontractor’s Work shall be provided under the general direction of Contractor and in strict accordance with this Agreement and the Contract Documents for the Project, as same are defined in the contract between Contractor and Owner (the “Contract Documents”), and including, without limitation, those documents dated «udOwnerAgreeMonth» «udOwnerAgreeDay», «udOwnerAgreeYear» as issued by «ArchEngName», Architects for the Project. The Contract Documents are hereby referred to and incorporated herein and shall be binding upon Contractor and Subcontractor insofar as same are applicable to Subcontractor’s performance of the Subcontractor’s Work. Subcontractor shall be bound to Contractor in all respects as Contractor is bound to Owner under the Contract Documents. Upon Subcontractor’s written request, Contractor will provide to Subcontractor copies of any portions or all of the Contract Documents.
2. Subcontract Price. Contractor shall pay Subcontractor for the satisfactory performance of the Subcontractor’s Work the sum of «TotalOrigSL», subject to the payment requirements and provisions of the Contract Documents and subject to any change orders or adjustments for untimely or improper performance of Subcontractor’s Work set forth in Section 5 below.
3. Construction Schedule. Time being of the essence, Subcontractor agrees to perform Subcontractor’s Work in accordance with Contractor’s schedule of work for the Project (the “Construction Schedule”), as same may be adjusted by Contractor from time to time. Contractor shall have the right to decide the time, order and priority in which the various portions of Subcontractor’s Work shall be performed and all other matters relative to the conduct of the Subcontractor’s Work and Subcontractor shall comply therewith.
4. Payment. Subcontractor shall be paid as and when provided in the Contract Documents, provided that the rate of retainage withheld from Subcontractor shall be «RetainagePCT»%. Subcontractor shall comply with all provisions of the Contract Documents and provide all documentation required by the Contract Documents (e.g., lien waivers, affidavits, evidence of payment for labor and material, insurance documentation, etc.) as a condition precedent to Subcontractor’s right to receive payment as provided herein. In addition, receipt by Contractor of payment for Subcontractor’s work from the Owner shall be a

condition precedent to Contractor's obligation to make payment to Subcontractor for Subcontractor's work and Subcontractor's entitlement to receipt of the same. If Subcontractor requests in writing, Contractor shall provide to Subcontractor any information that Contractor has on the financial arrangements made by Owner to fund the costs of construction at the Project.

5. Changes, Claims and Delays. Contractor may order Subcontractor to make changes in Subcontractor's Work which are within the general scope of this Agreement and in such event adjustments in the Subcontract Price or Subcontract Time, if any, resulting from such changes shall be set forth in a written Subcontract Change Order issued by Contractor. No such adjustment shall be made for any changes performed by Subcontractor that have not been so ordered in writing by Contractor.

Subcontractor agrees to make all claims for which the Owner is or may be liable in the manner provided in the Contract Documents for like claims by Contractor upon the Owner. Notice of any such claim shall be given by Subcontractor to Contractor one (1) week prior to the beginning of Subcontractor's Work on the changed Work or the event for which such claim is to be made, or immediately upon Subcontractor's first knowledge of the event, whichever shall first occur, otherwise such claim shall be deemed waived. In every event such notice must be given to Contractor within the time period set forth in the Contract Documents for claims asserted by Contractor, less five (5) business days. For unresolved claims of the Subcontractor based on the acts or omissions of the Owner or someone for whom the Owner is responsible, as the sole remedy of Subcontractor therefor Contractor agrees to permit Subcontractor to prosecute said claim, in the name of the Contractor, for the use and benefit of the Subcontractor in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner.

In the event the Subcontractor asserts a claim other than a delay claim or a claim described in the paragraph immediately above, which claim is based on the acts or omissions of the Contractor or someone for whom the Contractor is responsible, Subcontractor shall provide Contractor written notice of such claims within five (5) days of the beginning of the event for which such claim is made, otherwise such claim shall be deemed waived, and any such claim that is unresolved shall be resolved in accordance with the provisions of Section 11 below.

If the progress of Subcontractor's Work is substantially delayed without the fault or responsibility of the Subcontractor, then the time for performance of the Subcontract work shall be extended by change order to the extent such an extension is obtained by the Contractor under the Contract Documents and the Construction Schedule shall be revised accordingly. The Contractor shall not be liable to the Subcontractor for any damages or additional compensation as a result of delays caused by the Contractor, or for delays caused by any other person unless Contractor has first recovered the same on behalf of the Subcontractor from said person, it being agreed by the Subcontractor that apart from recovery from said person, the Subcontractor's sole and exclusive remedy for delay shall be an extension of time for the performance of the Subcontractor's Work.

If the Contract Documents provide for liquidated damages or other damages for delay and such damages are so assessed, then Contractor may assess same against Subcontractor in proportion to Subcontractor's share of the responsibility for such delay.

6. Warranty. Subcontractor warrants its work against all deficiencies and defects and materials and/or workmanship and as called for in the Contract Documents. Subcontractor shall satisfy all such warranty obligations which appear within the warranty period established in the Contract Documents without cost to the Owner or the Contractor. If the Contract Documents do not specify a warranty period, the warranty period shall be one (1) year from the date of substantial completion of the Project. Subcontractor shall execute any special guaranties or warranties that are required in the Contract Documents for Subcontractor's Work prior to final payment to Subcontractor.

7. Subcontractor's Obligations. Subcontractor, in the performance of Subcontractor's Work, shall have those obligations set forth in the Contract Documents. Commencement by Subcontractor of Subcontractor's Work shall indicate acceptance of all related substrate conditions, and by such commencement, Subcontractor waives any claims based on or relating to such substrate conditions.

The Subcontractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary or appropriate for the proper performance of the Subcontractor's Work and request and be furnished such documentation as Contractor shall request relative to the capabilities, financial capacity and existing commitments of the Subcontractor.

The Subcontractor shall strictly conform to providing to Contractor, prior to engaging same, a list of proposed sub-subcontractors, and suppliers. Subcontractor shall be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to meet the Schedule of Work.

The Subcontractor shall furnish all temporary services and/or facilities necessary to perform its work.

The Subcontractor shall:

- a) cooperate with the Contractor and all others whose work may interfere with the Subcontractor's Work;
- b) specifically note and immediately advise the Contractor of any such interference with the Subcontractor's Work and
- c) participate in the preparation of coordination drawings and work schedules in areas of congestion.

The Subcontractor shall notify the Contractor when portions of the Subcontractor's Work are ready for inspection. The Subcontractor shall at all times furnish the Contractor and its representatives adequate facilities for inspecting materials at the site or any place where materials under this Agreement may be in the course of preparation, process, manufacture or treatment.

The Subcontractor shall furnish to the Contractor in such detail and as often as required, full reports of the progress of the Subcontractor's Work irrespective of the location of such work.

The Subcontractor shall follow the Contractor's directions, and

- a) at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work; and
- b) broom clean each work area prior to discontinuing work in the same.

If the Subcontractor fails to immediately commence compliance with or commence clean-up duties within 24 hours after receipt from the Contractor of notice of noncompliance, the Contractor may implement such cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

The Subcontractor shall take necessary precautions to properly protect the Subcontractor's Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Work or property of the Owner, the Contractor or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may so remedy and deduct the cost thereof from any amounts due or to become due the Subcontractor.

The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor's Work and secure and, if included in the Subcontractor's scope of work, pay for all permits, fees, licenses, assessments, inspections and taxes necessary to complete the Subcontractor's Work in accordance with the Contract Documents.

The Subcontractor shall not assign this Agreement, nor its proceeds, nor subcontract the whole, nor any part of the Subcontractor's Work without prior written approval of the Contractor. Prior to entering into any agreement with a sub-subcontractor(s), Subcontractor shall provide to Contractor the name, address, prior project experience (including scope and sub-subcontract contract price and any other information as to prior experience) and evidence of the capabilities of any proposed sub-subcontractor, along with the proposed scope of Work, responsibilities and manpower commitments to which the sub-subcontractor is to be contracted. Contractor shall also be entitled to request and be furnished such documentation as Contractor shall request relative to the capabilities, financial capacity and existing commitments of the sub-subcontractor(s). Contractor shall have the right to interview both the executive management and proposed project management of any proposed sub-subcontractor(s) prior to giving its approval or rejection of such sub-subcontractor. Any or all of the above due diligence activities must be provided to Contractor and Contractor's written approval of the engagement by the Subcontractor of the proposed sub-subcontractor must be obtained prior to the Subcontractor entering into any sub-subcontract with any proposed sub-subcontractor.

The Subcontractor agrees, except as otherwise provided in this Agreement, that no claim for non-contracted construction services rendered or materials furnished shall be valid unless the Subcontractor provides the Contractor notice:

- a) prior to furnishing of the services or materials, except in an emergency affecting the safety of persons or property;
- b) in writing of such claim within three days of first furnishing such services or materials; and
- c) the written charge for such services or materials to the contractor no later than the fifteenth day (15th) of the calendar month following that in which the claim originated.

Every part of the Subcontractor's Work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Subcontractor's Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

In the event the scope of the Subcontractor's Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor.

No substitutions shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only then upon the Subcontractor first receiving all approvals required under the Contract Documents for substitutions. The Subcontractor shall indemnify the Contractor for any increased costs incurred by the Contractor as a result of such substitutions, whether or not the Subcontractor has obtained approval thereof.

As payment by the Owner to Contractor for Subcontractor's Work is a condition precedent to Subcontractor's right to be paid by Contractor and Contractor's obligation to make payment to Subcontractor, upon request of the Subcontractor the Contractor shall provide to Subcontractor all information relative to the Owner's financial ability to pay for the Work that Contractor has obtained.

If a Performance and Payment Bond is required of the Subcontractor, said bonds shall be in the full amount of this Agreement in a form and by a surety satisfactory to the Contractor. The Subcontractor shall be reimbursed (without retainage provided the Owner does not withhold retainage on such cost) for cost of same simultaneously with the first progress payment after the furnishing of same. The reimbursement amount for the bonds shall not exceed the actual cost to the Subcontractor. In the event the Subcontractor shall fail to promptly provide such requested bonds, the Contractor may terminate this Agreement and re-let the work to another Subcontractor and all Contractor costs and expenses incurred thereby shall be paid by the Subcontractor.

8. Contractor's Remedies. If Subcontractor refuses or fails to supply sufficiently properly skilled workers, proper materials, or fails to maintain the Construction Schedule in the performance of Subcontractor's Work, or fails to make prompt payment to its workers, sub-subcontractors, or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or avails itself of any debtor relief provisions of any law or is subject to same (including bankruptcy, receivership, etc.), or is otherwise guilty of a breach of a provision of this Agreement or the Contract Documents, and fails within three (3) working days after receipt of written notice from Contractor to commence and continue satisfactory correction of such default with diligence and promptness, Contractor, without prejudice to any other rights or remedies it may have, shall have the right to: (i) supply such number of workers and quantity of materials, equipment and other facilities as Contractor deems necessary for the completion of Subcontractor's Work or any part thereof which Subcontractor has failed to complete and charge the cost thereof to Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees; (ii) contract with one or more other contractors to perform such part of Subcontractor's Work as Contractor shall determine appropriate and charge the cost thereof to Subcontractor; and (iii) withhold payment of any monies due Subcontractor pending corrective action to the satisfaction of Contractor. In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without notice to Subcontractor. Further, if Subcontractor fails to commence and satisfactorily continue correction of a default as described above after receipt of said notice, then contractor may issue a second written notice to Subcontractor by certified mail terminating this Agreement and Subcontractor's right to complete Subcontractor's Work. Contractor may utilize any materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor to complete Subcontractor's work. All cost incurred by Contractor in performing the Subcontractor's Work, including reasonable overhead, profit and attorney's fees, shall be deducted from any monies due or to become due to Subcontractor and Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Subcontract Price specified herein.

In the event of a suspension or termination by the Owner of the Contractor's performance of Work at the Project, Contractor shall so notify Subcontractor and in such event Contractor's liability to Subcontractor shall be limited to the extent of the Contractor's recovery on the Subcontractor's behalf under the Contract Documents. Contractor may order Subcontractor in writing to suspend, delay, interrupt or terminate all or any part of Subcontractor's Work for such period of time as may be determined to be appropriate for the convenience of the Contractor, and in such event, Subcontractor shall only be due payment for work performed to the date of notice of such termination for convenience plus the reasonable cost of demobilization and less prior payments made; provided, however, that in no case shall Contractor be obligated to make payment to Subcontractor for any overhead or profit on any of the Subcontractor's Work which is not completed by Subcontractor to Contractor's satisfaction. Neither the Subcontract Price nor the Subcontract Time shall be adjusted for any suspension, delay, interruption or termination to the extent that the performance would have been so suspended, delayed, interrupted, or terminated by the fault or negligence of Subcontractor. If Contractor wrongfully exercises any option under this section, Contractor shall be liable to Subcontractor solely for the reasonable value of Subcontractor's Work performed prior to Contractor's wrongful action, including reasonable overhead and profit thereon, less prior payments made.

9. **Indemnification.** To the fullest extent permitted by law (but not to any extent if prohibited by applicable law), the Subcontractor shall defend, indemnify and hold harmless the Owner, the Architect and the Contractor and any other parties the Contractor is required to defend, indemnify and hold harmless under the Owner contract (including their respective parents, officers, directors, agents and employees) from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontractor's Work to the extent caused or alleged to be caused in whole or in any part by any negligent act or omission of the Subcontractor or any of the Subcontractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, regardless of whether it is caused in part (but not in whole) by a party indemnified hereunder (if the indemnified party is the sole party that is negligent, no indemnity is required to be provided); the matters covered by this indemnity include, without limitation, any such claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Subcontractor's Work itself) including the loss of use resulting therefrom.
- a) Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 9.
 - b) If the Project is located in Florida or this Agreement is controlled by Florida law, Subcontractor's obligation to defend, indemnify and hold harmless a party indemnified hereunder for liability associated in whole or in part with such party's own acts, omissions or defaults shall be limited to a maximum liability equal to the amount of general liability insurance coverage available to Subcontractor on this Project, or One Million Dollars (\$1,000,000.00), whichever amount is greater. Contractor and Subcontractor acknowledge and agree that this amount bears a reasonable commercial relationship to this Subcontract and is incorporated by reference into the Project Specifications and the bid documents, all in accordance with Section 725.06, Florida Statutes.
 - c) The parties acknowledge that One Hundred Dollars (\$100.00) of the Contract Price set forth in Article 2 above is separate and independent consideration for the agreements of Subcontractor set out in this Article, and such amount shall be payable to Subcontractor by Contractor irrespective of Subcontractor's performance hereunder.
 - d) **EMPLOYEE CLAIMS.** If any liability covered by Article 9 above involves a claim for bodily injury or death of an employee of Subcontractor, its subcontractor of any tier, or their agents, then Subcontractor agrees to and shall defend, indemnify and hold harmless the Indemnitees from and against the liability even if and including all or any portion of the liability that is caused or alleged to be caused in whole or in part by the comparative, joint, concurrent or other negligence or fault, breach or violation of a statute, ordinance, governmental regulation, standard or rule or the breach of a contract or warranty of, or by, any Indemnitee, its agent or employee, or any third party under the control or supervision of any Indemnitee to the fullest extent allowed by law.
 - e) **NO LIMITATION UPON LIABILITY.** In any and all claims against the Owner, the Architect, the Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Article 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefits acts.
10. **Insurance.** Prior to start of the Subcontractor's Work, the Subcontractor shall procure for the Subcontractor's Work and maintain in force all insurance described on Exhibit "B" attached hereto and incorporated herein by reference. Said insurance shall be procured and maintained in strict accordance with the terms and conditions of said Exhibit "B" and Subcontractor shall furnish to Contractor all documentation required by Exhibit "B", including the certificates and endorsements referenced therein. If sample certificates and endorsements are attached as an addendum to Exhibit "B", Subcontractor shall

furnish documentation that is in accordance with such samples. If said samples are not so attached, Contractor will furnish copies of such documents to Subcontractor upon request.

11. Dispute Resolution. All disputes solely between Contractor and Subcontractor shall be decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect or the rules of such other independent dispute resolution firm chosen by Contractor to conduct such arbitration proceedings. This Agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. All arbitration proceedings shall be held in office facilities designated by Contractor in Atlanta, Georgia, unless the parties otherwise mutually agree. Unless otherwise agreed in writing by Contractor, Subcontractor shall carry on Subcontractor's work and maintain the construction schedule pending Arbitration and in such event, Contractor shall continue to make payments in accordance with the provisions of this Agreement.

In the event that the dispute involves the Owner or other persons not parties to this Agreement, the dispute shall be resolved in accordance with the dispute resolution proceedings of the Contract Documents; without limitation, Subcontractor shall be subject to such provisions and may be added as a party to any dispute resolution process between the Contractor and another person if Subcontractor or Subcontractor's Work is any way involved therein or associated therewith.

12. Special Provisions. The special terms and conditions set forth on attached Schedule "A" are hereby incorporated herein and made a part of this Agreement as if fully set forth herein.

13. Notice. Any notice required or permitted hereunder may be given in writing by certified U.S. Mail, hand delivery or recognized overnight courier addressed to the parties at the address set forth herein.

Notice given in any of the methods provided above shall be effective (i) as of the date of delivery if effected by hand delivery, the date of delivery or refusal of delivery as evidenced by the official return receipt if effected by U.S. Mail, (ii) as of the next business day following deposit of such notice with a nationally recognized overnight courier for next day delivery, and (iii) as of the day of the transmission of such notice either by electronic mail. Changes of address or contact information from that set forth above may likewise be given by notice as specified in this section.

Notwithstanding anything above or elsewhere in this Subcontract or the Contract Documents to the contrary, in order to be effective for any purpose and not otherwise waive all notices of claims by Subcontractor or any notice seeking additional time or money for Subcontractor in accordance with this Subcontract must be sent as provided in addition to above to:

Allen Westmoreland
Senior Vice President
Batson-Cook Company
2859 Paces Ferry Rd SE, Suite 200
Atlanta, GA 30339
Email: awestmoreland@batson-cook.com

In Witness Wherefor, Contractor and Subcontractor have caused this Agreement to be executed by their respective duly authorized representatives, as of the day and date first set forth above.

CONTRACT DOCUMENTS
Exhibit "A" – Scope of Work
Exhibit "B" – Insurance Requirements

SCOPE OF WORK

(Including Schedules, Drawings/Specification Logs, Waivers, if any)

SUBCONTRACTOR'S INSURANCE REQUIREMENTS

Subcontractor shall continuously maintain the insurance required as set forth herein at all times that is performing any work whatsoever or is otherwise present at the Project jobsite and through the period for which the Subcontractor and Contractor may be held liable for their work. The insurance shall have the higher of the minimum limits and coverage set out below, and requirements of the Contract Documents, or the full policy limits carried by Subcontractor. The provision by the Subcontractor of the insurance coverage and limits required in this Exhibit "B" shall not limit the Subcontractor's liability in any way. Subcontractor shall provide the insurance required herein on behalf of Contractor and other Indemnitees (those required in the Owner Contract or otherwise) and represents and warrants that this insurance will provide liability coverage to Contractor for its own negligence, whether passive or active, to the extent permitted by law, if this negligence is associated with, arises out of or results from Subcontractor's Work. Subcontractor shall maintain the following:

A. Commercial General Liability Insurance with the following features:

1. Occurrence Coverage under the Commercial General Liability ISO form CG 0001 (2004 edition or later).
2. Limits not less than:
 - \$1,000,000 per occurrence
 - \$1,000,000 personal injury & advertising injury
 - \$2,000,000 per project/general aggregate
 - \$2,000,000 products/completed operations aggregate
3. **Waiver of Subrogation** – Rights of subrogation against additional insureds are waived and Subcontractor will provide Contractor with a copy of ISO Endorsement CG 24 04 10 93 as evidence of coverage.
4. Coverage must include but shall not be limited to: premises/operations, underground explosion & collapse, products/completed operations, contractual liability, independent contractors, broad form property damage, personal injury, elevators.
5. Coverage will not be subject to any exclusion for residential construction operations, condominium and/or any other habitational construction operations.
6. Products/Completed operations coverage naming Contractor, Indemnitees and others as required by the Owner Contracts Additional Insured's must be maintained for a minimum period of five years after the acceptance of and final payment for Subcontractor's work or through the period of the applicable statute of repose or through the period for which the Subcontractor and Contractor may be held liable for their work, whichever is longer.
7. The CGL policy shall apply on a **primary, non-contributory basis and coverage afforded to the Contractor (and others as required) as Additional Insured shall be at least as broad as coverage afforded to Subcontractor as Named Insured.** Without limitation, the CGL policy and Subcontractor's CGL carrier shall provide independent defense counsel for Contractor reasonably approved by Contractor at carrier's expense, and if Subcontractor's CGL carrier shall fail to do so, Contractor shall do so and Subcontractor shall pay all costs of such independent counsel representing Contractor.
8. Subcontractor shall provide the following ISO Endorsements or their functional equivalents:
 - a) **CG 20 33 10 01** (Additional Insured – Owners, Lessees or Contractors – Automatic Status when required in Construction Agreement with You)
 - b) **CG 20 10 10 01** (Additional Insured – Owners, Lessees or Contractors – Scheduled Persons or Organization) if applicable for Owner or other persons or entities
 - c) **CG 20 37 07 04** (Additional Insured – Owners, Lessees or Contractors – Completed Operations)
 - d) **CG 24 04 10 93** (Waiver of Transfer of Rights of Recovery Against Others to Us)
9. **30 Day Notice of Cancellation**

B. Commercial Automobile Liability Insurance with the following features:

1. Occurrence basis covering all owned, hired, borrowed, rented, leased, non-owned autos.
2. Minimum combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage.
3. **Waiver of Subrogation Endorsement CA 04 44**
4. **Additional Insured Endorsement**
5. **Primary and Noncontributory Endorsement**
6. **30 Day Notice of Cancellation**

C. Umbrella and Excess Liability Insurance with the following features:

1. Coverage that provides excess coverage for Employers Liability, Commercial General Liability, and Auto Liability, with the same features as described in sections A, B, and D herein with limits not less than \$5,000,000. Subcontractor acknowledges that it will provide Umbrella and Excess Liability Insurance on behalf of the Contractor and the Umbrella and Excess Liability Insurance will be subject to vertical exhaustion before any other Primary, Umbrella or Excess Policies or any other insurance obtained by the Contractor will be triggered. The total insurance coverage provided by Subcontractor for any claim will under no circumstances be less than the combined Primary limits as defined in Section A, plus the Umbrella and Excess limits as defined above. Subcontractor (vendor) further acknowledges that the total amount of insurance coverage provided by its insurance carriers, whether primary, excess, umbrella or other, where Contractor, and others, as specified above, are afforded additional insured coverage, shall apply as first tier/following form coverage. Any other insurance maintained by Contractor, or any other additional insured shall be excess of this first tier coverage and shall not be called upon to contribute to satisfy any loss within the limits specified and required above. Subcontractor shall furnish umbrella/excess policy language evidencing coverage to apply on a **primary and non-contributory basis to the Contractor as Additional Insured.**
2. **30 Day Notice of Cancellation**

D. Workers' Compensation/Employers Liability Insurance with the following features:

1. Workers Compensation including Occupational Disease meeting the statutory requirements of the State in which the work is to be performed. Said insurance shall be maintained by Subcontractor even in the event it is not required by any compensation act, plan or legislative enactment.
2. Other States Endorsement providing coverage for all states.
3. Employers' Liability with minimum policy limits of \$500,000 each accident, \$500,000 disease aggregate, and \$500,000 disease per employee.
4. Employers Liability/Stop Gap Liability if work performed in monopolistic state.
5. **Waiver of rights of subrogation form WC 00 03 13 for the benefit of Contractor.**
6. Alternate Employer Endorsement (NCCI form #WC 00 03 01 A) naming Contractor as Alternate Employer if Subcontractor is or is using an employee leasing firm or will supply equipment with operator.
7. USL&H and/or Jones Act where applicable.
8. **30 Day Notice of Cancellation.**

E. Certificates of Insurance and Endorsements

Prior to commencing Work, Subcontractor shall furnish Contractor with certificate(s) of insurance executed by a duly authorized representative of each insurer, as evidence of compliance with the insurance requirements set forth above and below. **Such certificates of insurance shall be accompanied by copies of endorsements evidencing coverage afforded to Contractor and Owner as additional insured, and endorsements reflecting insurer's concurrence with Subcontractor's waiver of recovery**

or subrogation rights. Renewal certificates (with endorsements) shall be provided to the Contractor prior to the expiration of the required insurance policies. The certificate(s) of insurance shall be subject to approval of Contractor, but failure of Contractor to request such certificate or other evidence of Subcontractor compliance with insurance requirements, or failure of Contractor to identify deficiencies from evidence that is provided, shall in no way limit or relieve Subcontractor of its obligations to maintain such insurance. Coverage will not be altered, canceled, or allowed to expire without thirty (30) days' written notice by registered mail to Contractor. Certificates of Insurance and Endorsement will be signed by an Authorized Representative. Insurance companies listed on the certificate must have an A. M. Best Financial Strength Rating of A- VII or better and approved to write business in the state in which the Project is located. If any of the above coverages are subject to or are in excess of any self-insured retention, these amounts must be stated on the Certificate, and said self-retention will be the sole responsibility of Subcontractor. Self-insured retention will be allowed only if approved in writing by Contractor, which approval shall be at the sole discretion of Contractor. Authorization is hereby granted to Contractor to withhold payments to Subcontractor until a signed subcontract and properly executed certificates of insurance and endorsements as required are delivered to Contractor.

F. Sub-subcontractor Insurance Requirements

Subcontractor shall obtain insurance coverage from each of its sub-subcontractors or suppliers that is equal to or greater than that required of Subcontractor as set forth in this Exhibit B prior to their mobilization at the jobsite, as per Article 13 of this Subcontract and this Exhibit B, and Subcontractor shall ensure that the insurance requirements set forth herein become and are part of any purchase order or sub-subcontract issued by Subcontractor as though fully set forth in said purchase order or sub-subcontract.

G. Equipment/Property Insurance

Contractor may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with Owner. Should Subcontractor use such items, Subcontractor shall provide:

1. Insurance on a replacement cost basis for damage to the items. Such insurance shall include a provision for a waiver of subrogation in favor of Contractor. Insurance shall be on a primary basis. Contractor's insurance shall be non-contributory.
2. Insurance against any claim of injury (including death) or damage arising out of the use of or existence of said items while in the care, custody or control of the Subcontractor. Limits of liability, and other provisions, shall not be less than as stated in Section A above.
3. Subcontractor shall carry all-risk property insurance sufficient to cover any loss or damage to equipment, tools and other property owned or leased by the Subcontractor. The insurance shall contain a waiver of subrogation against the Contractor and Owner.

H. Design Service Requirements

If Subcontractor or its sub-subcontractor performs design services, Subcontractor will purchase, furnish and maintain or require its sub-subcontractor to purchase, furnish and maintain professional liability insurance with limits of at least \$2,000,000 and with the following coverages: basic professional errors and omissions, punitive damages (where not prohibited by law), contractual liability, with a retroactive date that is no later than the date of inception of design services. Such coverage shall be maintained in effect for a period of five (5) years from the Date of Substantial Completion of the Project or the statute of repose, or through the period for which the Subcontractor and Contractor may be held liable for their work, whichever is longer. Such extended coverage may be obtained through annual renewals on the same terms as the original policy or through an extended reporting period of not less than five (5) years or the period of the applicable statute of repose, whichever is longer. A certificate of insurance evidencing such coverage shall be submitted as per the requirements of Section E above.

I. Pollution Legal Liability Insurance

If the scope of Work of Subcontractor includes plumbing, hazardous waste removal, abatement, demolition, earthwork/sitework, mold remediation, or transporting and/or disposal or remediation of any hazardous material, Subcontractor will purchase, furnish and maintain Pollution Legal Liability Insurance with limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy or policies shall provide coverage on an occurrence basis for damages arising out of the Work covering any loss resulting from pollution conditions including the discharge, dispersal, seepage, migration, release or escape of pollutants or contaminants including coverage for mold and other related fungi that commence during the policy period. If occurrence-based Contractors Pollution Liability coverage is commercially unavailable, then equivalent claims-made coverage shall be substituted provided (a) the retroactive date is prior to the first day of work performed on the Project, (b) coverage is maintained from that inception date until final completion/acceptance of the project by the owner, and (c) coverage be maintained with no change in the retroactive date for five years past substantial completion or the period of the applicable statute of repose, whichever is longer, if not, a “tail” or extended reporting provision shall extend the reporting period for five years post project completion/acceptance or the period of the applicable statute of repose, whichever is longer.

J. Other Insurance Requirements

All policies providing insurance required herein shall contain a separation of insureds condition whose language is not altered or subject to limitations elsewhere in the policy. All coverages shall be provided by a carrier with an A. M. Best financial strength rating of A- VII or better and must be admitted to write business in the state in which the Project resides. All required and any other insurance policies maintained by Subcontractor shall be endorsed to include waiver of insurer rights of subrogation against Contractor, Project Owner, Project Architect, other subcontractors, and their subsidiaries, affiliates, officer, employees, agents and insurers. The waiver shall apply to all deductible and/or self-insured retentions applicable to the required or any other insurance maintained by the Subcontractor. Subcontractor further agrees to hold harmless and indemnify Contractor, Project Owner, Project Architect, other subcontractors, and their subsidiaries, affiliates, officers, employees, agents and insurers for loss or expense incurred as a result of Subcontractor's failure to obtain such waivers of subrogation from the insurers.

K. Indemnity for Failure to Comply with Exhibit B Requirements

To the fullest extent permitted by law the Subcontractor or vendor executing the Agreement or any other agreement with Contractor, agrees to fully defend, indemnify and hold harmless Contractor and the Owner and any other additional insureds, from and against any and all claims, losses, expenses, costs, liabilities and damages of any nature whatsoever, including reasonable attorney's fees actually incurred, arising out of and or relating to any failure of the Subcontractor or vendor to obtain, furnish and maintain as required herein insurance complying with the provisions of this Exhibit “B” or any other failure of Subcontractor to comply with the provisions of this Exhibit “B”.

L. Failure to Maintain

Failure of Subcontractor to maintain the required insurance shall constitute a material breach entitling Contractor to terminate the Subcontract for default, withhold payment, and/or purchase the required insurance at Subcontractor's expense. Any delays in the completion of the Subcontract Work due to Subcontractor's failure to obtain or maintain insurance shall be treated as delay due to Subcontractor's breach of contract.

M. No Representation of Coverage Adequacy

In specifying minimum Subcontractor insurance requirements, Contractor does not represent that such insurance is adequate to protect Subcontractor from loss, damage or liability arising from its work. Subcontractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

N. Sample Forms

Attached to this Exhibit “B” are sample forms for the certificate of insurance and the endorsements that are required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agency Name and Address	CONTACT NAME: Agency Contact Name	
	PHONE (A/C, No. Ext): Agency Contact Phone Number FAX (A/C, No):	
	E-MAIL ADDRESS: Agency Contact Email Address	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Sub-Contractor's Name Sub-Contractor's Street Address Sub-Contractor's City, State, Zip	INSURER A: Insurance Carrier w/Best Rating A- VII or Better	
	INSURER B: Insurance Carrier w/Best Rating A- VII or Better	
	INSURER C: Insurance Carrier w/Best Rating A- VII or Better	
	INSURER D: Insurance Carrier w/Best Rating A- VII or Better	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included <input checked="" type="checkbox"/> X, C, U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Current Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$	
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Current Policy Number	00/00/0000	00/00/0000	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Current Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products/Comp Ops \$ 5,000,000
	D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	Current Policy Number	00/00/0000	00/00/0000	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project # and Project Description

Batson-Cook Company, Owner, and Others, if required by written contract, are named as additional insureds on a primary/non-contributory basis including operations and completed operations coverage as respects to the general liability and umbrella policies. Batson-Cook Company, Owner, and Others, if required by written contract, are named as additional insureds as respects to the automobile liability policy. Waiver of subrogation, if required by written contract, in favor of Batson-Cook Company, Owner, and Others, as respects to the general liability, automobile liability, umbrella liability and workers compensation policies.

CERTIFICATE HOLDER

CANCELLATION

Batson-Cook Company 2859 Paces Ferry Road SE Suite 200 Atlanta, GA 30339	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ISO | Commercial General Liability Forms | 10/01/01

COMMERCIAL GENERAL
LIABILITY
CG 20 33 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

2. Exclusions

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 33 10 01

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ISO | Commercial General Liability Forms | 10/01/01

POLICY NUMBER:

COMMERCIAL GENERAL
LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01

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ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

COMMERCIAL GENERAL
LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ISO | Commercial General Liability Forms | 05/01/09

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Who Is an Insured (SECTION II - LIABILITY COVERAGE, paragraph A.1.) is amended to include as an insured any person or organization (called additional Insured) with respect to the operation, maintenance, or use of a covered "auto" whom you are required to add as an additional Insured on this Policy under:

1. a written contract or agreement, or;
2. an oral contract or agreement where a certificate of insurance showing that person or organization as an additional Insured has been issued;

but the written or oral contract must be:

- a. currently in effect or becoming effective during the term of this Policy; and
- b. executed prior to the date of "loss."

B. If the additional Insured is a lessor of a "leased auto";

1. Coverage

- a. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- b. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

2. Loss Payable Clause

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

3. Cancellation

- a. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- b. If you cancel the Policy, we will mail notice to the lessor.
- c. Cancellation ends this agreement.

4. The lessor is not liable for payment of your premiums.

5. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Contractors Access Equipment Co.

Endorsement Effective Date: 03-26-2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization that you have agreed, in a written contract or agreement, that you waive your rights of recovery against that person or organization for all or part of any payment, including supplementary payments, we make under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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NCCI | Workers Comp Forms | 04/01/84

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

2nd Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Notes:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$_____."
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to subrogate rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.
6. No charge or fee is applicable for using this endorsement in the state of Tennessee. Refer to Tennessee State Statute Special Rule 3-A-22 of the *Basic Manual*.

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