

A F OHAB COMPANY SUBCONTRACTOR AGREEMENT

This Agreement, as negotiated herein, is entered into by and between **A F OHAB COMPANY INCORPORATED** and _____, "Contractor of _____."

Address of the Contractor

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Contractor** and the **A F Ohab Company Incorporated** hereby agree as follows:

Article 1. Statement of Work:

From time to time, **Contractor** may provide services to **A F OHAB COMPANY INCORPORATED**. In addition to the terms and conditions negotiated by the parties for particular projects, Contractor hereby agree that the terms and conditions of this contractor Agreement (the "Agreement") shall apply whenever **Contractor** provides services to **A F OHAB COMPANY INCORPORATED**.

Article 2. Insurance:

The **Contractor**, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

- A. Workers' Compensation insurance covering the legal liability of the **Contractor** and its Subcontractors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor's employees. The Subcontractor shall also obtain a minimum of \$500,000 of Employers' Liability insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.

- B. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$500,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and **A F Ohab Company Incorporated** as well as its directors, officers and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Form CG 20 10 07 04 and CG 20 37 07 04 must be shown on the certificate of insurance or its equivalent.

- C. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting there from and for property belonging to other than the Subcontractor caused by highway licensed vehicles of or used by the Contractor in an amount not less than: (i) \$500,000 for any one person; (ii) \$500,000 for bodily injury for any one occurrence; and (iii) \$500,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment and **A F Ohab Company Incorporated** shall be named as an additional insured on such policy.

Initial _____ Date _____

The **Contractor's** insurance coverage shall be primary insurance as respects work on this project for **Contractor**, its directors, officers, and employees. Any insurance or self-insurance maintained by **Contractor** shall be excess of the **Subcontractor's** insurance. The **Subcontractor**, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The **Contractor** hereby waives and relinquishes any right of subrogation against **A F Ohab Company Incorporated** and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act. **Contractor** shall require its insurer to notify **Contractor** thirty (10) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent that the **Contractor** utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the **Contractor**. Insurance shall be placed with insurers with a Best rating of not less than A-.

Article 4. Indemnification and Arbitration:

The work performed by the **Contractor** shall be at the risk of the **Contractor** exclusively. **A F Ohab Company Incorporated** hereby indemnifies and holds **Contractor** liable. **A F Ohab Company Incorporated** parent and affiliates and their respective officers, directors, employees and agents, held harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorneys fees, arising from or in any way connected with the work performed, materials furnished, or services provided to **A F Ohab Company Incorporated** by the **Contractor** during the term of this Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

Article 5. Warranty:

Contractor warrants its work for a period of _____ Year (s) against all defects in materials or workmanship.

Article 6. Miscellaneous:

Contractor is under the understanding that they are an independent **contractor** or company and not an employee of **A F Ohab Company Incorporated**.

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the State of Indiana. Any amendment(s) must be given in writing.

A F Ohab Company Incorporated
Company: _____
By: _____
Title: _____
Date: _____

CONTRACTOR
Company: _____
By: _____
Title: _____
Date: _____