

**CONTRACTOR'S INDEMNITY AND INSURANCE AGREEMENT**

DATE: \_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_,  
hereinafter referred to as "The Contractor."

BUILDING OWNER: \_\_\_\_\_,  
and The Managing Agent, hereinafter referred to as "The Building."

ADDRESS: \_\_\_\_\_,  
hereinafter referred to as "The Premises."

WORK: \_\_\_\_\_,  
hereinafter referred to as "The Work."

WHEREAS, The Building has requested The Contractor to perform The Work at The Premises, and The Contractor has entered into this CONTRACTOR'S AGREEMENT to perform The Work,

WITNESSETH, that in addition to any other agreement(s) that may exist regarding The Work, it is agreed that The Contractor will indemnify and insure The Building and managing agent against liability arising out of or in connection with the performance of The Work at The Premises as hereinafter set forth.

INDEMNITY: (1) As and for a first indemnity, it is agreed The Contractor shall take all necessary precautions for the safety of its own workers and the workers of its subcontractors, and shall comply with all applicable provisions of federal, state and municipal laws, rules and regulations, including, but not limited to §§240, 241(6), 202 and 200 of the Labor Law of the State of New York, 12 NYCRR 23 and 21, and the Occupational Safety & Health Act to prevent accidents or injuries to persons in The Apartment and on or about The Premises and, to the fullest extent permitted by law, will indemnify and hold harmless The Building and The Managing Agent, their respective agents, servants or employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting from the actual or alleged violation of any such statutory duty, law, rule or regulation arising out of the performance of The Work except to the extent caused by the negligence of The Building.

(2) As and for a second, additional and separate indemnity, it is agreed, to the fullest extent permitted by law, The Contractor shall indemnify and hold harmless, in whole or in part, The Building and The Managing Agent, their respective agents, servants or employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of The Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than The Work itself), but only to the extent caused by the negligent acts or omissions of The Contractor, The Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Contractor Initial Here: \_\_\_\_\_

Sign on Page 2

The foregoing indemnity obligations shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity to The Building and managing agent that would otherwise exist in the absence of this agreement.

INSURANCE: The Contractor, at its own expense, shall also purchase and maintain in full force and effect at all times during the performance of The Work at The Premises the following minimum insurance:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE as required by all applicable laws of the State of New York.

COMMERCIAL GENERAL LIABILITY INSURANCE, including blanket contractual liability coverage insuring the indemnity covenants set forth in this CONTRACTOR INDEMNITY AND INSURANCE AGREEMENT. The definition of an insured contract in the policy may not be excluded or modified. The insured contract exception to employers' liability may not be excluded or modified. The policy may not exclude or modify contractual liability for injury to employees of the named insured or employees of a subcontractor of the named insured. The policy must have no less than combined single limits of liability for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and an aggregate no less than \$2,000,000.00. The policy may not exclude or modify contractual liability coverage for work performed by uninsured and underinsured subcontractors.

EXCESS LIABILITY INSURANCE following the primary form with limits of liability no less than \$4,000,000.00 per occurrence and an aggregate no less than \$4,000,000.00.

The required COMMERCIAL GENERAL LIABILITY INSURANCE and EXCESS LIABILITY INSURANCE policies shall include The Building and The Managing Agent as additional insureds on a primary, non-contributory basis, and shall not exclude or modify additional insured coverage for claims of injury to employees of the named insured or employees of a subcontractor of the named insured. The policies shall not exclude The Premises location, shall not include a limitation on building height, and must cover operations that include The Work designated herein. The policies may not exclude or limit cross suits.

Prior to commencement of The Work, The Contractor shall provide The Building with a current ACORD 25 CERTIFICATE OF LIABILITY INSURANCE and a current ACORD 855 NY NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM attached hereto as EXHIBIT A evidencing that the required insurance policies including blanket contractual liability coverage are in full force and effect, as well as copies of the required policies with the additional insured endorsements for each COMMERCIAL GENERAL LIABILITY INSURANCE and EXCESS LIABILITY INSURANCE policy.

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CONTRACTOR (*Signature*)

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(*Print name and title.*)





# NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

**THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.**

AGENCY		NAMED INSURED(S)		
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE	

**ADDENDUM INFORMATION      CERTIFICATE NUMBER:      REVISION NUMBER:**

**A. Insurer**

- Admitted / authorized
- Excess line or free trade zone

**B. General Liability (GL) policy form**

- ISO / ISO modified
- Other

**C. Specific operations excluded or restricted (GL policy)**

- Location: \_\_\_\_\_
- Type of construction: \_\_\_\_\_
- Building height: \_\_\_\_\_
- Classifications [see attached declarations / endorsement]
- Designated work [see attached endorsement]

**D. Additional insured endorsement (GL policy)**

- CG 20 10     CG 20 26     CG 20 32     CG 20 33     CG 20 37     CG 20 38
- Other:    #: \_\_\_\_\_    Title: \_\_\_\_\_

**E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage**

- Yes       No and       no other option is available with this insurer

**F. Additional insured will receive advance notice if insurer cancels (GL policy)**

- Yes       No and       no other option is available with this insurer

**G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted**

- Yes and       no other option is available with this insurer       No changes made

**H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)**

- Yes and       no other option is available with this insurer       No changes made

**I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)**

- Yes and       no other option is available with this insurer       No changes made

**ADDENDUM INFORMATION (continued)**

**J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)**

Yes and  no other option is available with this insurer  No changes made

**K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)**

Yes and  no other option is available with this insurer  No changes made

**L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted**

Yes and  no other option is available with this insurer  No changes made

**M. Excess / umbrella policy is primary and non-contributory for additional insureds**

Yes, by specific policy provision  Yes, by endorsement  No and  no other option is available with this insurer

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
DATE (MM/DD/YYYY)