

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT, dated _____ between PILLAR CONSTRUCTION CORPORATION hereinafter called the Contractor and _____ hereinafter called the Sub-Contractor.

BE IT KNOWN that for good consideration the parties make the following additions or changes a part of said agreement as if contained therein:

INDEMNIFICATION AND INSURANCE:

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the General Contractor and all of its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that 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) including loss of use resulting there from and is caused in whole or in part by negligent acts or omissions of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 1.
2. Contractor shall, at its sole cost, maintain in effect at all times during the full term of its services under this Agreement and as otherwise required hereunder, insurance coverage's with limits not less than those set forth below with insurers licensed to do business and acceptable to the General Contractor and under policy forms satisfactory to the General Contractor.

<u>TYPE OF COVERAGE</u>	<u>POLICY LIMITS</u>
A. Worker's Compensation (including occupational Illness and disease coverage) Employer's Liability * This policy shall include a Waiver of Subrogation in Favor of the General Contractor if available from present Insurance carrier.	Statutory \$500,000
B. Commercial General Liability Including Independent Contractors, Products and Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury and, where an Exposure exists, Explosion, Collapse, and Underground (XCU) Coverage's. * This policy shall name the General Contractor as an Additional Insured and include a Waiver of Subrogation in Favor of General Contractor.	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal & Adv. Injury \$1,000,000 Each Occurrence
C. Business Automobile Liability Including coverage for all owned, Hired, and non-owned vehicles.	\$1,000,000 Each Accident Combined Single Limit

3. Contractor before the commencement of any work under this Agreement shall provide Certificates of Insurance to the General Contractor showing the coverage's described above, including the Waiver of Subrogation on the Worker's Compensation coverage and an Additional Insured Endorsement naming the General Contractor on the General Liability coverage. These Certificates shall contain a provision that a policy providing these coverage's will not be cancelled until 30 days prior written notice has been given the General Contractor.

All other terms and provisions of said Agreement shall remain in full force and effect and is continuous until canceled/terminated.

Signed this _____ day of _____, 200__.

In the presence of:

Witness

General Contractor

Witness

Sub - Contractor