

SUBCONTRACT AGREEMENT

This Agreement (“Agreement”) is made this _____ day of _____, 2009 (“Effective Date”), by and between Tri-Town Construction, LLC a Florida corporation having an address of _____ Ft Myers, Fl _____ (the “CONTRACTOR”), and _____, having an address of _____ (the “SUBCONTRACTOR”).

NOW THEREFORE, in consideration of the mutual exchange of covenants and agreements contained herein, and the mutual exchange of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, CONTRACTOR and SUBCONTRACTOR agree that the recitals set forth hereinabove are true and correct and incorporated into the Agreement, and further agree as follows:

SUBCONTRACTOR is to secure, pay for, and file with the CONTRACTOR, prior to commencing any work under the Subcontract, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverage’s as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Subcontract, the SUBCONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 50,000	Fire Damage/Legal
	\$ 5,000	Medical Payments

SUBCONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, CONTRACTOR named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85), (policy or endorsement will include coverage for ongoing operations as well as “your work” including products and completed operations) including a waiver of subrogation clause in favor of CONTRACTOR on their general liability and workers’ compensation policies. SUBCONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverage’s summarized above and further outlined at the end of this section with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein. Contractor’s insurance shall be excess over any coverage provided to them as an additional insured under said Subcontractors Additional Insured Endorsement Naming the Contractor.

Notwithstanding any other provision of the Subcontract, the SUBCONTRACTOR shall maintain complete workers’ compensation coverage for each and every employee, principal, officer, representative, or agent of the SUBCONTRACTOR who is performing any labor, services, or material under the Subcontract. Further, SUBCONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$ 500,000
Bodily Injury by Disease Each Employee	\$ 500,000
Bodily Injury by Disease Policy Limit	\$ 500,000

SUBCONTRACTOR shall provide the CONTRACTOR with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the CONTRACTOR such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

SUBCONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. SUBCONTRACTOR will notify CONTRACTOR immediately by telephone at (239) 895-2058 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the SUBCONTRACTOR.

To the fullest extent permitted by law, the Sub-contractor expressly agrees to indemnify, defend, and hold harmless the Contractor, the project owner, the architect, and the engineer and their respective officers, directors, agents, and employees herein called the "indemnities" from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by the Sub-contractor or its sub-subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnities, but specifically excluding any claims of, or damages against an indemnities resulting from such indemnities' gross negligence, or the willful, wanton or intentional misconduct of such indemnities or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Sub-contractor or its sub-subcontractors, material men, or agents of any tier or their respective employees. Provided however that any claim for indemnification for damages caused in whole or in part by any act, omission or default by indemnities(s) shall be limited to the amount of Sub-contractor's insurance or \$1 million per occurrence whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Agreement and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Sub-contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Sub-contractor or of any third party to whom Sub-contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Minimum limits of insurance required of SUBCONTRACTOR or THEIR Subcontractors:

1. **Automobile liability and property damage** including hired and borrowed vehicle liability in an amount of at least \$1,000,000 combined single limit.
2. **General liability** including products, completed operations, contractual liability, underground, collapse, and explosion coverage in an amount of at least \$1,000,000 / \$2,000,000 with a per project aggregate limit. (If providing Umbrella Liability, Underlying GL must be at least \$1,000,000 per occurrence.)
3. **Professional liability** (if any professional services are rendered such as design, engineering, etc.) in an amount of at least \$1,000,000 combined single limit.
4. **Workers' compensation insurance** with statutory limits and \$500,000 employers' liability and in absence of any employees, on a minimum "if any" basis of payroll or subcontracts.
5. **Insurance to be maintained** as shown on the certificate of insurance during the entire duration of work being performed on behalf of CONTRACTOR and for at least 3 years after completion and delivery. Certificates to provide a minimum of 30 days notice of cancellation or alteration.

In witness whereof, Contractor and Subcontractor have executed this Agreement on the date first above written.

CONTRACTOR:

SUBCONTRACTOR:

Tri-Town Construction, LLC
A Florida corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____
FEI#: _____