

Service Contractor Insurance Agreement

SERVCON, LLC 820 Tyvola Road Suite 200 Charlotte, NC 28217

Prior to starting work, all Service Contractors shall purchase and maintain insurance of the following types of coverage and limits of liability. All Service Contractors shall furnish evidence to the contract administration team in the form of a certificate of insurance and a copy of the additional insured endorsements (see attached sample certificate of insurance and additional insured endorsements) prior to commencing any work.

- 1) Commercial General Liability (CGL) coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - Coverage shall be provided on an unmodified ISO CGL (CG0001) policy and include broad form contractual language and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - Such aggregate applies separately to each project.
 - **SERVCON, LLC** and all other parties required by contract, shall be included as Additional Insured including Completed and Ongoing Operations. This insurance shall be primary and non-contributory, before any other insurance or self-insurance, including any deductible. Insurance secured by the Service Contractor must be on an unmodified CGL policy without limitation with respect to NY Labor Law, Employers Liability or injury to independent contractors.
- 2) Automobile Liability
 - Business Auto Liability with limits of at least \$1,000,000 combined single limit for each accident.
 - Coverage must include for liability arising out of all owned, leased, hired and non-owned automobiles.
 - **SERVCON, LLC** must be included as Additional Insured on a primary and non-contributory basis.
- 3) Commercial Umbrella
 - Umbrella limits must be at least \$1,000,000.
 - $\circ~$ Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - **SERVCON, LLC** shall be named as Additional Insured on a primary and non-contributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, auto Liability and employers liability coverages maintained by the Service Contractor.





- 4) Workers Compensation and Employers Liability.
 - Coverage A: Statutory limits apply
 - Coverage B: Statutory Limits (NYS)
- 5) Service Contractor waives all rights against **SERVCON**, **LLC** for recovery of damages to the extent these damages are covered by any of the policies noted above. 30 Day Notice of Cancellation applicable on all policies. Insurance must be AM Best A or better. Insurance coverage shall be maintained for at least 3 years.
- 6) For contractors performing hazardous material abatement services, Pollution Liability protection is required with a limit of at least \$1,000,000.

To the fullest extent permitted by law, the Service Contractor shall hold harmless, defend & indemnify **SERVCON**, **LLC** for damages, bodily injury or property damage resulting from this work, but only to the extent caused by the negligent acts or omissions of the Service Contractor for anyone employed by them.

Service Contractor Insurance Agreement

| Name of Company | |
|---|------|
| Printed Name of Service Contractor Representative | |
| Signature of Service Contractor Representative | Date |

