

# CLIENT / MANAGING AGENT / CONTRACTOR INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT

Contractor Name:

Managing Agent Name:

Property Name & Address

Unit Owner / Unit #

Whereas the "Contractor" seeks to perform certain work pursuant to oral and/or written agreement for listed shareholder/unit-owner within an apartment/unit located at listed "Property", managed by the "Managing Agent"; parties agree to the following:

## ACCESS TO PROPERTY LOCATION AND COMMON AREAS

Whereas, Contractor, in order to perform work for shareholder/unit-owner, requires access to various parts of the Property Location, which are the responsibility of the Property Location and Managing Agent, and not the responsibility of shareholder/unit-owner (the "Common Areas"); and, Whereas, Contractor acknowledges the Property Location's and/or Managing Agent's exposure to liability arising out of the Contractor's access to the Common Areas and work at the Property Location; and, Whereas, Contractor agrees that Contractor and/or Contractor's insurance carriers (and NOT Property Location, Managing Agent or their insurance carriers) should be responsible for said liability; Property Location, and Managing Agent agree as follows:

## INDEMNIFICATION AGREEMENT

In consideration for access to the Property Location, to the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the Unit Owner, the Property Location and/or Managing Agent from any liability, loss, or other claim, including but not limited to expenses and reasonable attorneys' fees, related to death, personal injuries or property damage (including, but no limited to loss of use thereof) arising out of or in connection with the performance of the work by the Contractor, its agents, servants, subcontractors or employees, except to the extent of any fault attributed to the Property Location and/or Managing Agent.

## INSURANCE REQUIREMENT AGREEMENT

While performing work at the Property Location, Contractor shall maintain: workers compensation and employer's liability insurance with statutory limits; and commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, which shall name Property Location, Managing Agent and Unit Owner as "Additional Insured" and which shall be primary and non-contributory to any other insurance available to the Property Location and/or Managing Agent. If required by Property Location or Managing Agent, Contractor shall also maintain excess/umbrella liability insurance.

Commencement of the work by the Contractor at the Property Location shall be deemed acceptance of this Indemnification and Insurance Requirement Agreement for purposes legally equivalent to full execution of same. These terms supersede any others which may be inconsistent herewith. The term of this Agreement shall be one year, commencing on the contractor Authorized Signature Date (below); and this Agreement shall renew annually for subsequent one year terms until cancelled in writing by either party.

**Signature**

**Printed Name**

**Date**

**Agent for Property:** \_\_\_\_\_

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**Contractor:** \_\_\_\_\_

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**Unit Owner** \_\_\_\_\_

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