

APC DEVELOPMENT GROUP, INC

Insurance & Indemnification Requirements

This agreement becomes part of the subcontract and/or purchase order for which the subcontractor is performing services to APC Development Group Inc.

A. Subcontractor shall maintain workers compensation, general liability, automobile and umbrella insurance with an AM Best A- or better rated insurance co. for the minimum amount required by the general contract that this subcontract applies to or as outlined below, whichever limits and coverage's are higher. Insurance coverage's and certificates shall be provided and include APC Development Group Inc as an additional insured, on a primary and non-contributory basis, on all liability and commercial auto policies. A waiver of subrogation in favor of APC Development Group Inc should be included on the General Liability, Auto policies and Workers Compensation policies (as permitted by state law).

B. Minimum required insurance limits (coverage on an occurrence basis):

Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence
- \$5,000 Medical Expense

Automobile Liability

- \$1,000,000

Excess Liability

- \$1,000,000 Any One Occurrence

Employers Liability (Coverage "B" on the Workers Compensation Policy)

- \$500,000 Each Accident
- \$500,000 Each Employee for Injury by Disease
- \$500,000 Aggregate for Injury by Disease

C. To the fullest extent permitted by law, the Subcontractor hereby acknowledges and agrees that it shall indemnify, hold harmless and defend APC Development Group Inc, General Contractor, the Owner, and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners 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 Subcontract's Work under this Subcontract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting therefrom, and (2) is caused in whole or in part by any acts or omissions of the Subcontractor, its employees, agents or sub-subcontractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

D. The Subcontractor hereby acknowledges its obligation under the foregoing paragraph to indemnify APC Development Group Inc against judgments suffered because of the Subcontractor's work and to assume the cost of defending APC Development Group Inc against claims as described in the foregoing paragraph.

THE SUBCONTRACTOR MUST FURNISH APC DEVELOPMENT GROUP INC WITH A SIGNED SUBCONTRACT AGREEMENT AND VALID CERTIFICATE OF INSURANCE BEFORE THEY ARE ALLOWED ON THE JOBSITE

CERTIFICATE HOLDER:
APC DEVELOPMENT GROUP INC
1165 Washington Street
Hanover MA 02339