



E5 Builders, LLC
45 Granite Street
Leominster, MA 01453

O: 978.728.4598
F: 978.227.5228

SUBCONTRACTORS AGREEMENT

INSURANCE REQUIREMENTS

This Agreement is entered into between _____, hereinafter called the “Subcontractor” and E5 Builders, LLC, hereinafter called the “General Contractor”.

Now therefore, for good and valuable consideration hereby acknowledged as received by the parties, it is mutually understood and agreed as follows:

1. Before commencing the subcontract Work, and as a condition of payment, Subcontractor shall purchase and maintain insurance that will protect it from claims arising out of its operations under this Subcontractor Agreement, whether the operations are by Subcontractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
2. Certificates of insurance showing required coverage to be in force shall be filed with Contractor prior to commencement of the Subcontract Work, and no payments shall be made to Subcontractor until such time as Subcontractor provides Contractor with valid certificate of insurance.
3. The following must appear on the certificate of insurance before work can begin or any payments can be released. The Owner of the project may request to be named as additional insured on all policies and holds the right to increase the Minimum Limits of Liability per project.

Certificate Holders: E5 Builders, LLC
45 Granite Street
Leominster, MA 01453

4. Subcontractor shall provide a copy of any endorsement issued by Subcontractor’s insurance company name E5 Builders, LLC as an additional insured for both ongoing and completed operations and on a primary basis.
5. Minimum Limits of Liability:
 - a. The Subcontractor shall maintain general liability insurance with per occurrence limits of \$1,000,000, personal and advertising injury of \$1,000,000, products/completed operations aggregate limit of at least \$2,000,000 and general aggregate limit of at least \$2,000,000 with an A- minimum carrier and per project aggregate.
6. Subcontractor shall maintain additional insured coverage in favor of the general contractor for at least two years after the job is complete.
7. Subcontractor shall provide the General Contractor with a certificate of insurance as evidence. The general contractor shall be given thirty (30) days written notice prior to cancellation of coverage.

- 8. Subcontractor shall hold harmless and indemnify the General Contractor and their employees from and against any and all claims, losses, and causes of action, judgements, damages, and expenses resulting directly or indirectly from the nature of the work covered by the subcontractor.
- 9. Subcontractor shall maintain Workers' Compensation & General Liability Insurance and provide thirty (30) days written notice to contractor prior to cancellation or non-renewal.

This Agreement is agreed to by the parties and dully executed.

_____ Date: _____

_____ Date: _____