

**INDEMNIFICATION, HOLD HARMLESS AND INSURANCE AGREEMENT**

**A. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law,

\_\_\_\_\_, (“Subcontractor”), agrees at its own cost to defend, indemnify and hold harmless

David Patton Homes, LLC. (“Contractor”), its officers, directors, shareholders, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Subcontractor, non-compliance with the applicable Immigration Requirements, in connection with the performance of any work by Subcontractor, its officers, directors, agents, employees and subcontractors. This agreement is continuous until terminated by either party with written notice.

**B. INSURANCE**

Subcontractor hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder and to defend and save harmless Contractor in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury and property damage.

Said liability policies shall 1) name the Contractor as an Additional Insured and 2) be primary and non-contributory to any other insurance policies which provide insurance protection to Contractor

Subcontractor will obtain and keep in force Workers Compensation insurance including Employees Liability to the full statutory limits.

Subcontractor shall furnish to Contractor certificates of insurance evidencing that the aforesaid insurance coverage is in force.

SUBCONTRACTOR\_\_\_\_\_

SIGNATURE\_\_\_\_\_ DATE\_\_\_\_\_

DAVID PATTON HOMES, LLC.

SIGNATURE\_\_\_\_\_ DATE\_\_\_\_\_