

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SUBCONTRACTOR/INDEPENDENT CONTRACTOR  
INDEMNIFICATION AND INSURANCE CONDITIONS  
(Deductible and Premium Increase if Conditions not Satisfied)**

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This Endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS of this policy is amended to include the following:

10. Subcontractor/Independent Contractor – Indemnification and Insurance Conditions

As a condition of this insurance, prior to the commencement of any work to be performed for you or on your behalf by any “Subcontractor” or “Independent Contractor,” you must:

A. Enter into a written contract that is fully executed whereby the “Subcontractor” or “Independent Contractor” agrees as follows:

- (1) To defend, indemnify and hold you and any other involved insured harmless to the fullest extent permitted by law from and against all claims, damages, losses and expenses for “bodily injury” and “property damage,” including but not limited to attorney’s fees, arising out of performance of the work by or on behalf of the “Subcontractor” or “Independent Contractor,” and
- (2) To procure and maintain in effect during the time that the work is being performed Commercial General Liability insurance with a limits of liability of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate, and \$1,000,000 products/completed operations aggregate, and that you and any other involved insured shall be named as an additional insured on the Commercial General Liability policy and such insurance coverage shall apply on a primary and non-contributory basis with respect to any other insurance maintained by you and any other involved insured.

The Commercial General Liability insurance procured by the “Subcontractor” or “Independent Contractor” shall include coverage for the contractual defense and indemnity obligations as set forth in item“(1)” above, and shall not exclude contractual liability assumed in a contract or agreement that is an “insured contract” as defined by this policy.

The Commercial General Liability insurance procured by the “Subcontractor” or “Independent Contractor” shall not exclude coverage for “bodily injury” to employees of the “Subcontractor” or “Independent Contractor” or employees of any entity working on their behalf.

- (3) To procure and maintain in effect during the time that the work is being performed Workers’ Compensation insurance with not less than the applicable state’s statutory required limits of liability.

- B. Obtain from the "Subcontractor" or "Independent Contractor" Certificates of Insurance evidencing compliance with the insurance requirements of items "A.2" and "A.3" of this endorsement.

If at the time of "bodily injury" or "property damage" to which this insurance applies, any of the above conditions are not satisfied, a deductible of \$25,000 per "occurrence" inclusive of expense will be applicable to any claim or "suit" arising out of the work performed by the "Subcontractor" or "Independent Contractor" or any entity performing work on their behalf. The \$25,000 deductible applies regardless of any other deductible endorsement of this policy. You also agree to pay an additional premium to be computed based on a rate of 15% of the Premium Base.

For purposes of this Endorsement only, the terms "Subcontractor" and "Independent Contractor" mean any person or entity who is not an employee of an insured and performs work or services for or on behalf of an insured.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective \_\_\_\_\_ Policy No. \_\_\_\_\_ Endorsement No. \_\_\_\_\_  
Insured \_\_\_\_\_ Premium \_\_\_\_\_  
Insurance Company \_\_\_\_\_ Authorized Signature \_\_\_\_\_