

Insurance Requirements (from the subcontract agreement) See Exhibit "E" Sample Certificate of Insurance

Insurance shall be provided by a company from A.M. BEST, rating "A" or better. Insurance shall be Primary and Non-Contributory and written for not less than the following:

1. Worker's compensation / Employers Liability insurance meeting the statutory requirements of the state in which work is to be performed and employer's liability insurance in an amount of at least the following:
 - \$500,000 each employee – by accident
 - \$500,000 policy limit – by disease
 - \$500,000 each employee – by disease
2. Commercial General Liability insurance with a per project General Aggregate Limit (other than products-completed operations) with the following limits:
 - \$2,000,000 General Aggregate Limit
 - \$2,000,000 Products Completed Operations Aggregate Limit
 - \$1,000,000 Each Occurrence

The policy to provide coverage for premises-operations, independent subcontractors, products and completed operations (to be maintained for three years after completion of the project), owner's & contractor's protective, punitive damage, blanket contractual and broad form property damage including completed operations. Any "XCU" exclusions must be deleted when applicable to operations performed by subcontractor. The policy must include the owner, architect, and In Motion Builders, Inc. as additional insureds as a minimum unless agreed to elsewhere. It is further agreed that the coverage afforded to the additional insureds shall be primary insurance and any insurance coverage maintained by the additional insureds shall be excess of the insurance afforded them by the subcontractor's general liability insurance. The general aggregate must apply separately to this project.

3. Commercial Automobile policy covering all owned, non-owned and hired (any) vehicles with the following limits:
 - Bodily Injury & Property Damage Liability
 - \$1,000,000 Combined Single Limit – each accident
4. Umbrella/Excess Liability:
(Must be excess over General Liability, Commercial Automobile Liability and Employers Liability)
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
5. Errors & Omissions in any professional services, but only when Subcontractor is specifically required to perform, or is made responsible for the performance of, such services by the Contract Documents:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
6. Certificates of Insurance shall be filed with the Contractor within five (5) days after receipt of this Subcontract. **In Motion Builders, Inc. and the Project Owner shall be named as "Additional Insured" on all Primary and Excess Liability Policies.** No Subcontractor shall be allowed to start on site until full insurance coverage is submitted to In Motion Builders, Inc.

Additional Insured Endorsements must accompany the certificate of insurance and must provide coverage for ongoing and completed operations:

7. Waiver of Subrogation:

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise

have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or Indirectly, and whether or not the person or entity had an insurable interest in the property damaged.