Insurance Requirements

The Contractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance and provide a certificate of insurance naming Sutherland Bluff Plantation Association, Inc., it's Directors, Officers, Employees, Volunteers and Assigns (known as SBPA, Inc. within the insurance requirements section of this contract), as additional insured for general liability per the requirements below:

1. **Commercial General Liability Insurance** written on an occurrence basis to include the following:

    1. $1,000,000 per occurrence limit, $2,000,000 general aggregate
    2. Additional insured status favoring SBPA, Inc., applying to both ongoing and completed operations. (form CG 2010 & CG 2037 7/04 or equivalent) Copies of these endorsements to be included with Certificate of Insurance.
    3. Per Project Aggregate Endorsement
    4. Waiver of Subrogation and Primary, Non-Contributory endorsements in favor of SBPA, Inc., as outlined above.
    5. No exclusions or modifications limiting coverage for contractual, damage to work performed by subs, residential work or XCU.
    6. Additional Insured status favoring SBPA, Inc. within Contractor's coverage to be maintained for two years after job is complete.

2. **Commercial Automobile Liability** in the amount of $1,000,000 combined single limit including coverage for owned, hired, and non-owned automobiles. Additional Insured status favoring SBPA, Inc.

3. **Commercial Umbrella** in the amount of $1,000,000. (If required by ARC of SBPA, Inc.)

4. **Workers' Compensation and Employer's Liability Insurance** to include the following:

    Coverage A (Workers Compensation) – Statutory
    Coverage B (Employer's Liability) - $500,000 each accident and disease
    Waiver of subrogation in favor of SBPA, Inc.

The Contractors' insurance coverage shall be primary insurance as respect work on this project. Any insurance or self-insurance maintained by SBPA, Inc. shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor, in its agreements with subcontractors, shall require subcontractors to incorporate the contractual requirements that are prescribed by this Section. The Contractor hereby waives and relinquishes any right of subrogation against SBPA, Inc. and its Directors, Officers, Employees, Volunteers and Assigns they might possess for any policy of insurance provided under this Section or under any State or Federal Worker's Compensation, or Employer's Liability Act. Contractor shall require its insurer to notify SBPA, Inc. thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies.

To the extent that the Contractor utilize deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Contractor and will be considered as the Contractors' expenses and not part of the normal expenses associated with this Agreement. Insurance shall be placed with insurers with an AM Best's rating of no less than **A-** or better.

Indemnification.

To the fullest extent permitted by law, Contractor shall and hereby does indemnify and hold harmless Sutherland Bluff Plantation Association, Inc., it's Officers, Directors, Employees and Volunteers, from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses, including reasonable legal fees and expenses, sustained by any person or property in consequence of any defects or deficiencies in the services, latent or otherwise, and any nonconformity such services with applicable federal, state, county and local laws, ordinances, regulations and codes, including, but not limited to, liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Contractor's acts or omissions or the acts or omissions of those acting on the Contractor's behalf. Such indemnification shall survive the termination or expiration of this Agreement.

No Limitation on Liability

With regard to any and all claims against the additional insured by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Specific Additional Insured Wording, Address and Certificate Requirement

The Additional Insured endorsements, where referenced in this document as SBPA, Inc., shall read:

Sutherland Bluff Plantation Association, Inc., it's Directors, Officers, Employees, Volunteers and Assigns.
3347 Sutherland Bluff Dr NE
Townsend, Ga. 31331

Please inform Contractor to have his insurance agent send an Accord Certificate of Insurance, accompanied with the applicable endorsements, as outlined in above requirements, attached to the certificate. Signature below by Lot/Homeowner acknowledges delivery of these "insurance provisions" to Contractor and Contractor represents that it has provided a copy of the "insurance provisions" to his insurance agent and/or broker and that the Contractor has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein.

_____ _____

On behalf of Contractor /date On behalf of Lot/Homeowner/date