

EXHIBIT E-4: INSURANCE & INDEMNITY AGREEMENT FOR CONTRACTOR
NOT HIRED BY A.F.C. – FOR NEW JERSEY ONLY

Name of Project:

(“Contractor”) has entered into a contract with (“Owner”) to perform certain Work on the above referenced project where AllertonFox Construction, LLC is also working for the Owner. Contractor wants to provide certain services to Owner as a separate and completely independent contractor to Owner.

For and in consideration of value received, the Authorized Representative of Contractor certifies Contractor has commercial general liability and excess/ umbrella per the requirements herein and has other insurance (e.g. property damage, riggers, etc.) with coverages and in amounts and from insurance carriers with coverages and limits high enough to cover its liability and indemnification obligations under this release and indemnity agreement. Contractor agrees and acknowledges it is required to provide coverage and indemnification to all additional insureds required by the Owner and AllertonFox Construction, LLC including but not necessary limited to those listed herein; and Contractor acknowledges it has been provided with the list of contractually required additional insureds which have been scheduled onto Contractor’s policies as additional insureds. As a material obligation hereunder, the insurance coverage and limits afforded to the additional insureds shall be at least as broad as that afforded to the Named insured under ’s policies. Contractor certifies the full limits available to the named insured shall be available on a primary and non contributory basis and applicable to the additional insured. Contractor will provide AllertonFox Construction, LLC with a certificate of insurance evidencing the existence of such insurance policies and shall provide endorsements adding all required additional insureds, including all indemnities listed herein and any safety company working on site to said policies on a primary and non contributory basis.

Contractor certifies said insurance policies do not and shall not have any endorsement(s) that limits contractual, employer’s liability, and/or third party over coverage nor shall it limit Contractor’s liability or its obligation to defend and indemnify to its own sole negligence. Contractor’s policies are endorsed for the additional insureds to be primary and noncontributory with waiver of subrogation on all policies and the general liability and excess/umbrella policy shall not be endorsed to be excess. Contractor asserts said policies have contractual liability, aggregate per project, waiver of subrogation, and completed operations coverage for the additional insureds. Contractor acknowledges AllertonFox Construction, LLC has no obligation or responsibility whatsoever with respect to Contractor’s safety procedures, means, methods, procedures, and/or supervision of Contractor’s work and performance and Contractor shall not raise this as a defense. The Contractor agrees, accepts, and acknowledges its obligation for the safety of Contractor’s employees whether or not in common work areas. Contractor shall indemnify, defend and forever release and hold harmless all indemnities, including AllertonFox Construction, LLC and all additional insureds from and against any and all claims, 3rd party claims, lawsuits, liabilities, damages, costs and expenses (including reasonable attorney fees and court costs including costs in enforcing this agreement,) arising out of or in any way relating to the Work and/or services performed by Contractor, whether the claim arose directly or indirectly and whether caused in whole or in part from the performance of Contractor’s work or from any of the acts or omissions on the part of Contractor, its employees or suppliers, including without limitation any personal injury, death or property damage and failure of Contractor to pay for materials and supplies. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which may otherwise exist as to any person or entity described above, nor is this obligation limited to available or required insurance coverage. In claims against any person or entity indemnified hereunder by any employee of Contractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, it is agreed by Contractor the indemnification obligation hereunder shall not be limited by a limitation on the amount or type of damages, insurance, compensation, and/or benefits payable by or for the Contractor under workers compensation acts, disability benefit acts, and/or other employee benefit acts. If this indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. Contractor shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the State Labor Law, and all regulations promulgated pursuant to such laws) and has provided all of its employees with harnesses and such equipment and protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, Contractor agrees that it will install or

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procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen. The indemnity provided by requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity. It is agreed and acknowledged this agreement shall be considered an insured agreement under Contractor's insurance policies. Contractor has submitted this release and indemnity agreement along with its certificate of insurance listing AllertonFox Construction, LLC as an additional insured and all other required additional insureds with copies of the required additional insured endorsements and the Acord Addendum NO. 855.

Please produce separate Certificate(s) of Insurance for this project as detailed below:

CERTIFICATE# 1:

Certificate Holder:

AllertonFox Construction LLC
110 W 40th Street, Suite 1603
New York, NY 10018

RE: All Operations (AFC Job#:)

Additional Insureds:

CERTIFICATE# 2 (IF APPLICABLE):

Certificate Holder:

RE: All Operations

Additional Insureds:

MINIMUM INSURANCE REQUIREMENTS FOR ALL CERTIFICATES:

MINIMUM Amount of Insurance:

Workmen's Compensation	
Employers Liability	\$1,000,000
State of New York and Broad Form (all state endorsement)	
US Longshoreman's and Harbor Workers Act (when required)	
Maritime and Federal Employers Liability Act (when required)	
Comprehensive General Liability	
Each Occurrence Limit	\$2,000,000
Bodily Injury, Personal Injury, Property Damage & Advertising Injury Limit (Per Occurrence)	\$2,000,000
General Aggregate Limit (Per Project)	\$4,000,000
Products & Completed Operations Aggregate Limit	\$4,000,000

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Coverage:
Independent Contractors Protective
Completed Operations
Broad Form Property Damage
Broad Form Contractual Liability
Explosion
Collapse
Underground Property Damage
Personal Injury Contractual Liability Exclusions Deleted
Contractual Liability for Personal Injury Applies

Umbrella/Excess Liability

(Limits vary based on GC's and/or Building's requirements)

With per project limits not less than those specified herein or the policy limits, whichever is greater

MINIMUM Limits if No Crane, Lift, or Hoist \$5,000,000

MINIMUM Limits if Crane, Lift, or Hoist \$10,000,000**

** UNLESS AGREED OTHERWISE IN WRITING **

Business Automobile Liability

Bodily Injury & Property Damage (combined single limit) \$1,000,000

No fault liability as required by statute

All Owned, Leased, Non-Owned and Hired Auto Liability coverage

Section I – Insurance:

1. Before commencing the Work and until completion and final acceptance thereof by Contractor, Subcontractor shall obtain and maintain, at its expense, with limits no less than those specified herein per project or their policy limits, whichever is greater, all from companies and in form and substance acceptable to Contractor and their underwriters. We reserve the right to request, in addition to certificates of insurance, complete copies of insurance policy(s) for the purpose of confirming validity of coverage as well as to view the exclusions and endorsements therein. Subcontractor shall provide insurance by insurance carriers rated "A- VIII" rated or better
2. Unacceptable Endorsements & Exclusions: Any form of New York Labor Law Exclusion or Limitation is prohibited. This includes but is not necessarily limited to: Action-Over Exclusions, Amendments to Employer's Liability Contractual Liability Giveback, Occupational Disease Exclusions, NY State Exclusions, or any other amendment, condition, endorsement or exclusion with the intent or purpose to limit claims related to NY Labor Law. Any form of height restrictions or residential work exclusions are prohibited.
3. Policy shall contain terms, conditions, and coverages not more restrictive than AllertonFox's insurance in the context of any claims to which this insurance applies.
4. Damages recoverable by AllertonFox Construction in any action shall not be limited by the amount of coverage specified in the insurance policy or policies, but shall be the amount of actual damages recoverable by law.
5. Commercial General Liability (CGL) Requirements: Additional Insured Endorsement CG2026 07/04 or an endorsement providing equivalent coverage for Ongoing Operations, Primary & Non-Contributory, Waiver of Subrogation, Per Project Aggregate
6. Commercial Umbrella or Excess Liability Requirements: Coverage must include as insureds all entities that are additional insureds on the CGL, Primary & Non-Contributory, Waiver of Subrogation.
7. Commercial Umbrella or Excess Liability coverage being excess over primary GL, Auto and Employers Liability.
8. Auto Liability Requirements: Additional Insured, Primary & Non-Contributory, Waiver of Subrogation
9. Workers Compensation Requirements: Waiver of Subrogation applies to NY
10. State Disability (DBL) in accordance with the statutory laws of the State of New York and /or other States as required by law.

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11. Coverage shall provide and encompass at least the following:
 - a) Blanket Contractual Liability covering all Indemnity Agreements.
 - b) Coverage written on an occurrence form.
 - c) CGL and Umbrella/Excess Policies to include Additional Insured coverage for ongoing operations naming the General Contractor, its employees, agents, assigns and other Indemnified Parties as required.
 - d) CGL, Auto, Umbrella/Excess and WC Policies to include Waiver of Subrogation in favor of General Contractor, its employees, agents, assigns and other Indemnified Parties as required.
 - e) CGL, Umbrella/Excess Policies to include Primary and Non-Contributory wording in favor of General Contractor, its employees, agents, assigns and other Indemnified Parties as required.
 - f) The CGL general aggregate limit must apply on a per project basis.
 - g) There is to be no exclusion relating to injury to employees, subcontractors or employees of subcontractors (Labor Law 240/241).
 - h) If Subcontractor hires its own Sub-subcontractors, such Sub-subcontractors must provide and maintain the same coverage's as specified herein.
12. Coverages written on an occurrence basis shall be maintained without interruption from date of commencement of the Subcontractor's work until expiration of the applicable statute of limitations relating to latent defect in construction of or improvement to real property of the state in which the work is performed.
13. Certificates of Insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the subcontractor's work and contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.
14. Waivers of Subrogation. The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, Sub-subcontractors, agents and employee, 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 perils to the extent covered by property insurance provided under the 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 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 other parties enumerated herein. If possible, the policies shall provide such waivers 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.

Section II – Indemnification:

To the fullest extent permitted by law, the Subcontractor agrees to defend, indemnify and hold harmless the Contractor, the owner, and any other party whom the Contractor has agreed to defend, indemnify and hold harmless, as well as each of their officers, directors, partners, agents, servants, employees, successors and assigns ("indemnitees") from and against any and all claims, damages, losses, costs and expenses of any kind, including but not limited to attorney's fees, incurred by reason of any liability for damage because of bodily injury, including death resulting from such injuries, or property damage to real and personal property of any kind whatsoever, sustained by any person or persons, whether employees of the Subcontractor or otherwise, resulting from, arising out of or occurring in connection with the performance of the work provided for in this contract, together with any change orders or additions to the work included in the contract.

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The Subcontractor agrees that the obligation to defend, indemnify and hold harmless, as described above, specifically includes the obligation to defend, indemnify and hold harmless the indemnitees for the indemnitees' own negligence or fault, excepting from the foregoing the sole negligence or fault of any indemnitee if prohibited by law.

The Subcontractor agrees that the obligation to defend commences when a claim is made against an indemnitee, even if the Subcontractor disputes its obligation to indemnify and hold harmless. The defense shall be provided through counsel chosen by the indemnitee, and the Subcontractor agrees to pay for the defense of the indemnitee upon demand.

The obligation to defend, indemnify and hold harmless, as described above, survives completion or acceptance of the work. This indemnification clause supersedes any other indemnification clause in the contract documents, including those that are incorporated by reference, that conflict with it in any way. Subcontractor also agrees to contractually bind its subcontractors (if any) to defend, indemnify and hold harmless the indemnitees to the same extent as the Subcontractor is obligated. This indemnification clause, irrespective of any other choice of law provision, shall be interpreted according to New Jersey law.

Section III- Law To Apply:

This Agreement and all Contracts hereunder shall be governed and interpreted under the laws of the State of New Jersey, and venue shall be maintainable in _____ County, NJ.

Authorized Signature on behalf of Contractor:

Signature

Title

Print Name

Name of "Contractor"