

## **Contract**

## What are we looking for when reviewing the contract

- o Are insurance coverages being specifically listed and required
  - o General Liability
  - o Automobile
  - Workers Compensation
  - o Umbrella
  - Environmental (Lead/Mold/Asbestos jobs)
- o Are insurance limits specifically listed and required
  - Limit depends on scope of work
    - Structural or load bearing
    - Budget
    - Exterior
    - Lead/Mold/Asbestos
- $\circ~$  Is the following required as respect additional insured
  - Unit Owner, Building Entity, Property Management Company
  - o Additional Insured on an Ongoing and Completed Operations basis,
- o Contractors coverage required being primary and non contributory
- Wording including Waiver of Subrogation in favor of
  - o Unit Owner, Building Entity, Property Management Company
- o A hold harmless/indemnification agreement
  - Contractor further agrees hereby that it will indemnify and hold harmless Building, Unit Owners and Property Manager, for any loss, lawsuit, action, proceeding, arbitration or other means (collectively, a "Claim") related to or arising from the negligence or other culpable conduct of Contractor, its officers, employees and agents, in the provision of its goods or performance of its services, such Loss to include any judgment, award or settlement, and any and all costs and expenses related thereto, including without limitation: court costs and fees, and the costs and expenses of defending or monitoring such Claim (including reasonable attorney fees and the allocated cost of in-house counsel.