

CREATIVE BUILDERS, INC.

INSURANCE REQUIREMENTS

Insurance: Subcontractor will provide and maintain at all time during performance of said Work, insurance as will protect Subcontractor and Contractor from claims under Workmen's Compensation Acts and any claims for property damage, bodily injury, including death, that may arise from the Subcontractor's performance under this Agreement, whether such performance be by the Subcontractor, or its subcontractors, or any person or entity directly or indirectly employed by them. Insurance policies shall contain contractual coverage for the indemnity provisions contained in this Agreement. All coverage shall be written on an occurrence basis. All insurers shall have at least A- (excellent) rating by A.M. Best and be qualified to do business in the jurisdiction where the Project is located. Types and limits of insurance coverage to be not less than:

Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State in which the Project is located. Employers Liability Insurance limits shall be at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease. If Subcontractor is providing temporary or leased employees to the Contractor, Alternate Employer Endorsement must be added to Subcontractor's Worker's Compensation policy naming Contractor, its officers, employees and agents.

Commercial General Liability (CGL) coverage written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, blanket contractual liability, and products/completed operations. Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least eight (8) years after completion of the Work. If the CGL coverage contains a general aggregate limit, such general aggregate shall apply separately to each project. Subcontractor's insurance shall not include a (1) Progressive Damage Exclusion Endorsement (2) EIFS Exclusion Endorsement, or (3) residential or habitational exclusions. CGL coverage shall be written for not less than the following limits:

Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

CGL policies shall name Contractor and Owner as an additional insured, using ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage to Contractor and Owner as additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. All insurance shall expressly provide that all rights of subrogation against Contractor and the Owner are waived.

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Comprehensive Automobile Liability for bodily injury and/or property damage. This insurance shall extend to cover owned vehicles; hired vehicles and all other non-ownership automotive liability and shall be written for the following limits:

Liability/Property Damage (Combined Limit)	\$1,000,000 each accident
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Contractor, Owner and all other parties required of the Contractor, shall be included as additional named insured's on the auto policy.

Commercial Liability Umbrella limits must be at least \$1,000,000.

Umbrella coverage shall name Contractor and Owner as an additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Subcontractor. Umbrella coverage shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

Subcontractor waives all rights against Contractor and Owner and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers' compensation and employer's liability insurance maintained per requirements stated above.

The Subcontractor will submit to Contractor a copy of all insurance policies and endorsements required by this Agreement before Subcontractor's commencement of the Work. Subcontractor will not be allowed to perform any work on the Project until the Subcontractor provides Contractor copies of the insurance policies, or, with consent of the Contractor, Certificates of Insurance in form and substance satisfactory to the Contractor evidencing the required coverages with limits not less than those specified in the Agreement. If available in the governing jurisdiction, all policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given the Contractor in the event of material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such copy or Certificate of Insurance. If notice of cancellation or expiration from the insurer to the Contractor is not available in the governing jurisdiction, then Subcontractor shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by this Agreement within five (5) business days after the earlier of (a) the date on which the Subcontractor first receives actual or constructive notice of the cancellation or expiration, or (b) the date on which the Subcontractor first becomes aware that the cancellation or expiration is threatened or otherwise may occur. If Subcontractor fails at any time to secure and maintain any insurance coverage required by this Agreement, such failure shall be deemed to be a default of this Agreement and shall be grounds for termination of this Subcontract.

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