

BLM CONSTRUCTION & REMODELING, L.L.C.

SUBCONTRACTOR RISK AND INSURANCE AGREEMENT

This SUBCONTRACTOR RISK AND INSURANCE AGREEMENT between BLM CONSTRUCTION & REMODELING, L.L.C. located at 2415 West Market Street, York, Pennsylvania 17404, and _____ (SUBCONTRACTOR NAME hereinafter also referred to as “SUBCONTRACTOR” or “you”), located at _____ (street address) _____ (city), _____ (state) _____ (zip) sets forth certain terms and conditions related to construction services as a subcontractor to BLM CONSTRUCTION & REMODELING, L.L.C. For the consideration described herein and with the intent to be legally bound, the parties agree to the following terms and conditions:

1. BLM CONSTRUCTION & REMODELING, L.L.C. will request from time to time and _____ (SUBCONTRACTOR NAME) will provide trade services as a subcontractor to BLM CONSTRUCTION & REMODELING, L.L.C.. The parties understand that each are independent of the other and _____ (SUBCONTRACTOR NAME) shall act as independent/subcontractor to BLM CONSTRUCTION & REMODELING, L.L.C..
2. Scope of Work – The parties will have a separate agreement in writing for each project the parties enter into that includes, but is not limited to such items as : scope of work, payment terms, materials required, project specific requirements, and the like. The terms of any secondary agreement are incorporated into this agreement by reference as though fully set forth herein.
3. _____ (SUBCONTRACTOR NAME) shall be responsible for the means, methods, techniques, sequences and procedures, and for coordinating all the subcontracted work.
4. _____ (SUBCONTRACTOR NAME) shall carry out all work in a first-class, workmanlike manner, and in accordance with sound modern practices of the applicable trades.
5. Subcontractor agrees to maintain and keep in force, throughout the entire term of this Agreement General Liability Insurance, Business Automobile, Umbrella, and Workers Compensation Insurance if applicable and will provide a certificate of insurance to BLM CONSTRUCTION & REMODELING, L.L.C. evidencing the same.
 - a. Subcontractor shall maintain the following policies and policy limits during the entire term of the contract:

<u>General Liability:</u>	\$1,000,000 per each Occurrence and \$2,000,000 General Aggregate.
<u>Business Automobile:</u>	\$1,000,000
<u>Umbrella:</u>	\$1,000,000
<u>Workers Compensation:</u>	\$100,000/500,000/100,000 - Must Meet the requirements for the state in which the work will be performed

Subcontractor agrees to name BLM CONSTRUCTION & REMODELING, L.L.C. as an additional insured for General Liability for both On-Going and Completed Operations, as an Additional Insured or Designated Insured for Automobile Liability. General Liability Policies shall have a Per Project Aggregate. Coverage required herein shall be on a Primary and Non-Contributory basis. All Certificates shall list the Additional Insured Endorsement form number and all endorsement forms shall be attached to the certificate for review to determine if such forms are acceptable to BLM CONSTRUCTION & REMODELING, L.L.C... General Liability must be written on Form CG 001 10 04 or later edition. Insurance provided under this Agreement shall be written with a carrier with an A.M. Best Rating of A- or better.

The insurance required by this section shall not be cancelled without thirty (30) days written notice to BLM CONSTRUCTION & REMODELING, L.L.C... In the event a Notice of Cancellation is issued for any policy listed on a Certificate of Insurance provided to BLM CONSTRUCTION & REMODELING, L.L.C. by Subcontractor, Subcontractor agrees to notify BLM CONSTRUCTION & REMODELING, L.L.C. of such Notice of Cancellation upon receipt of the notice. This insurance shall be maintained for no less than one (1) year after Subcontractor completes work for BLM CONSTRUCTION & REMODELING, L.L.C. even if this Agreement is terminated for any reason.

SUBCONTRACTOR AGREES THAT ALL SUMS DUE AND OWING MAY BE WITHHELD UNTIL ALL INSURANCE REQUIREMENTS SET FORTH IN THIS AGREEMENT ARE COMPLIED WITH TO THE SATISFACTION OF BLM CONSTRUCTION & REMODELING, L.L.C. ITS INSURERS AND/OR OTHERS CHARGED WITH MONITORING COMPLIANCE OF THIS AGREEMENT.

- b. Subcontractor agrees to waive its right of recovery against BLM CONSTRUCTION & REMODELING, L.L.C. for bodily injury or property damage and agrees to have all policies identified above endorsed to provide a Waiver of Transfer of Rights of Recovery Against Others also known as Waiver of Subrogation so that Subcontractor's insurance carrier

also agrees to waive its right of recovery against BLM CONSTRUCTION & REMODELING, L.L.C. and/ or its insurers.

- c. BLM CONSTRUCTION & REMODELING, L.L.C. shall reserve the right to waive any of the requirements set forth in this Agreement, but such waiver shall not be deemed a waiver of any other insurance requirements set forth under this Agreement.

6. _____ (SUBCONTRACTOR NAME) agrees to hold harmless, save, indemnify and defend BLM CONSTRUCTION & REMODELING, L.L.C. hereunder, consisting of BLM CONSTRUCTION & REMODELING, L.L.C., and each of its divisions, related or affiliated entities, and each of its owners, stockholders, affiliates, divisions, subsidiaries, predecessors, successors, heirs, assigns, agents, directors, officers, partners, employees, insurers, representatives and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which may be brought against, BLM CONSTRUCTION & REMODELING, L.L.C. or any of them, by reason of any matter, cause, or thing whatsoever, including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to you providing services as a Subcontractor to BLM CONSTRUCTION & REMODELING, L.L.C..
7. In claims against any person or entity indemnified under this section by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the above paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.
8. The Subcontractor is required to perform the Subcontract Work in a safe and reasonable manner. The Subcontractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:
 - (a) employees and other persons at the site;
 - (b) materials and equipment stored at the site or at off-site locations for use in performance of the Contract work; and
 - (c) all property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the project or involved in the Contract work.

9. Subcontractor shall keep all work areas clean and free from debris to avoid accidents on the job site. The Subcontractor shall clean-up work area on the job site at the close of each work day.
10. The Subcontractor shall give all required notices and comply with all applicable rules, regulations, orders, and other lawful requirements established to prevent injury, loss or damage to persons or property.
11. The Subcontractor shall implement appropriate safety measures pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent thereto from injury, loss or damage.
12. The Subcontractor shall exercise extreme care in carrying out any Subcontract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials, or equipment. At all times relevant hereto, the Subcontractor shall use properly qualified individuals or entities to carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of personal injury or property damage.
13. The Subcontractor is required to promptly remedy any loss or damage caused to the work, materials, equipment and property on the job site, but only to the extent caused in whole or in part by the Subcontractor and/or persons or entities performing work for or on behalf of the Subcontractor, regardless of tier, who have furnished labour, materials or services relating to the Subcontract and for whose acts the Subcontractor may be liable. The Subcontractor shall not be required to remedy any loss or damage which is not attributable to the fault or negligence of the Subcontractor or of any person or entity for whose acts the Subcontractor may be liable.
14. The Subcontractor is required to designate an individual at the site in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to BLM CONSTRUCTION & REMODELING, L.L.C., the designated safety representative shall be the Subcontractor's project superintendent.
15. The Subcontractor has an affirmative duty not to overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures, or site so as to give rise to an unsafe condition or create an unreasonable risk of personal injury or property damage. The Subcontractor shall have the right to request, in writing, from BLM CONSTRUCTION & REMODELING, L.L.C. loading information concerning the structures at the site.
16. The Subcontractor shall give prompt written notice to BLM CONSTRUCTION & REMODELING, L.L.C. of any accident involving

personal injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500.00) in value, or any failure that could have resulted in serious personal injury, whether or not such an injury was sustained.

17. Prevention of accidents at the site is the responsibility of BLM CONSTRUCTION & REMODELING, L.L.C., Subcontractor, and all other Subcontractors, persons and entities at the site. Establishment of a safety program by BLM CONSTRUCTION & REMODELING, L.L.C. shall not relieve the Subcontractor or other parties of their safety responsibilities. The Subcontractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by BLM CONSTRUCTION & REMODELING, L.L.C. and Owner, including, but not limited to, requirements imposed by the Subcontract Documents. The Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontract Work which BLM CONSTRUCTION & REMODELING, L.L.C. deems unsafe until corrective measures satisfactory to BLM CONSTRUCTION & REMODELING, L.L.C. shall have been taken. BLM CONSTRUCTION & REMODELING, L.L.C.'s failure to stop the Subcontractor's unsafe practices shall not relieve the Subcontractor of the responsibility therefor. The Subcontractor shall notify BLM CONSTRUCTION & REMODELING, L.L.C. immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by BLM CONSTRUCTION & REMODELING, L.L.C.. The Subcontractor shall indemnify BLM CONSTRUCTION & REMODELING, L.L.C. for fines, or penalties imposed on BLM CONSTRUCTION & REMODELING, L.L.C. as a result of safety violations, but only to the extent that such fines, or penalties are caused by the Subcontractor's failure to comply with applicable safety requirements, and then only to the extent that such fines or penalties are determined to be the Subcontractor's responsibility based upon the particular failure of compliance cited, and not due to prior or repeated safety violations by BLM CONSTRUCTION & REMODELING, L.L.C..
18. If Subcontractor uses a Subcontractor to complete work for BLM CONSTRUCTION & REMODELING, L.L.C., Subcontractor agrees and warrants that it will require the Subcontractor to comply with the insurance requirements set forth in this Agreement.
19. CONFIDENTIALITY: The Contractor acknowledges that he has or may hereafter receive certain valuable and confidential information concerning BLM CONSTRUCTION & REMODELING, L.L.C. ("the Company"), its operation, customers, products, services, methods, practices, procedures, and associates, which are secret, confidential, unique, and valuable, were developed by the Company at great cost and over a long period of time, and

disclosure of any of the items to anyone outside the company will cause the Company irreparable injury. Such information including specifically, by way of example, but not limited to: Customer lists, call lists, and other confidential customer data.

Contractor acknowledges that the Company's success is dependent upon the Company's relationship with, and knowledge about, the Company's customers and the goodwill those relationships create.

As a result of providing services to the Company, Contractor may be in a position to establish and maintain close personal contacts with the Company's customers or potential customers, and has been, or may be, provided with certain specialized and unique training concerning the Company's business. The secret and confidential information described above includes, but is not limited to: (i) the names, addresses, and telephone numbers of the Company's customer or potential customers and the employees and/or representatives of such customers or potential customers; (ii) the nature of the business and the operations of any customer or potential customer of the Company; (iii) the content or specifications of any product or services furnished to customers or potential customers by the Company; (iv) the Company's prices, fees, or charges to its customers or potential customers for its products and/or services, as well as the cost of such products and services; and (v) accounting and financial information regarding the operations and financial position of the Company and its customers or potential customers.

All secret or confidential information described in the foregoing paragraphs is the sole and exclusive property of the Company. Contractor acknowledges that such secret or confidential information has been or will be revealed to Contractor in trust, and based solely upon the confidential relationship existing between the Company and Contractor and shall not be used for any other purpose than to complete work under this Subcontractor Agreement.

20. This Agreement is to be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
21. This Agreement sets forth the entire Agreement between the parties and supersedes all prior oral or written Agreements or understanding between the parties concerning the subject matter. Other Agreements concerning the scope of work, performance of work, payment terms and the like may be entered into by the parties but all parties agree that should there be any conflict real or alleged between any other agreement that the terms of this Agreement shall be followed and thereby supersedes any other Agreement. This Agreement may not be altered, amended, or modified, except by another written document signed by both parties.

By signing below each party signifies its agreement to the terms described herein.
AGREED to this _____ day of _____ 20_____.

BLM CONSTRUCTION & REMODELING, LLC

Signature: *Barry Lind Mease*

Name: Barry Lind Mease

Title: Managing Member

SUBCONTRACTOR NAME:

Signature: _____

Name: _____

Title: _____