

**Agreement for Indemnification, Defense and to Hold Harmless**

THIS AGREEMENT for indemnification, defense and to hold harmless (hereinafter "Indemnity") shall be binding upon (contractor name) \_\_\_\_\_ and Vanderhoof Tree Lawn & Landscape, LLC/ Blue Canyon Pools of Texarkana, LLC made effective as of (date) \_\_\_\_\_. This Indemnity shall govern all transactions with respect to the Owner and Contractor under and pursuant to the contract dated \_\_\_\_\_, 2016 [DATE OF YOUR CONTRACTOR'S AGREEMENT] for (service location) \_\_\_\_\_ (the "Contract" and together with this Indemnity, the "Agreement").

**1. Indemnification**

Contractor shall defend, indemnify and hold Owner, Team Vanderhoof, LLC, their subsidiaries and affiliates and its and their respective employees, agents, officers and directors harmless from and against all liability claims, demands, damages, losses and expenses (including reasonable attorney's fees) on account of property loss, bodily injury or damage of any kind, that arises out of or is in any way connected with the work performed under the Agreement. Contractor shall turn all work performed under the Agreement over to Owner in good condition, free and clear of all claims, encumbrances, liens or violations, including without limitation, closing out all building permits, and shall protect, indemnify and save harmless Owner from all claims, encumbrances or liens arising or connected to the performance of this Agreement. The Contractor shall immediately satisfy, or bond off, any liens filed against the Owner's hotel or property by any subcontractor, vendor or other person retained by the Contractor, whether or not the Contractor believes the claim to be valid ("Lien Claims") and shall indemnify, defend, and hold harmless (including attorneys' fees and legal expenses) the Owner, Owner's hotel, and their lenders (if any) from against such Lien Claims. Notwithstanding anything in the Agreement to the contrary, any limitations on Contractor's damages and liability set forth in the Agreement shall not apply to: (a) liability arising from the gross negligence or willful misconduct of a party, (b) amounts covered or required to be covered by insurance, (c) liability under any of Contractor's indemnification obligations, and (d) the extent contrary to the laws of any state having jurisdiction.

**2. Insurance Requirements**

Contractor shall obtain and maintain in full force, or cause to be obtained and maintained in full force, throughout the performance of its obligations under the Contract, insurance coverage against claims, regardless of when asserted, that may arise out of, or result from, Contractor's operations, the operations of Contractor's subcontractors, sub-subcontractors, employees, agents and any other entity directly or indirectly engaged by Contractor, in connection with the Work as described in the Contract. Such insurance shall protect and include as an additional named insured entities requested by the Owner and be listed on certificate of insurance. This insurance shall be placed with insurers with a minimum A. M. Best Financial Strength rating of "A- (Excellent)" and Financial Size category of "X", or equivalent ratings from other valid rating agencies, and shall include the following coverage with limits not less than those set forth below:

- Workers Compensation: Employer's liability limits of \$1 million/\$1 million/\$1 million
- General Liability: \$1 million per occurrence
- Automobile Liability: \$1 million combined single limit for Any Auto OR Scheduled, Hired & Non Owned Autos

Contractor shall provide Owner with insurance certificates naming additional insured as follows ("Required Insureds"):

[DEED HOLDER ENTITY]  
Vanderhoof Tree Lawn & Landscape, LLC  
Blue Canyon Pools of Texarkana, LLC  
PO Box 1086  
Nash, TX 75569

Additional Insured status for the Required Insureds shall be maintained during the course of the work. Contractor warrants and shall obtain in full force insurance with Contractor's Liability Insurance without any of the following exclusions:

- a.) Injury to Employee and / or Bodily Injury Exclusion – All Employees
- b.) Work Height Limitations
- c.) Exterior Work Exclusion

3. **Conflicts.**

In the event of a conflict between the Indemnity and the terms of the Contract, the Indemnity shall prevail, and any provisions in the Contract contrary to the provisions in the Indemnity shall be deemed null and void. The parties hereby acknowledge that the Contract, as amended hereby, is ratified and affirmed, and shall remain in full force and effect. The Agreement shall be binding on all parties hereto and their successors and assigns. Except as modified hereby and any other separate amendments signed by the parties hereto, the Contract shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have as of the \_\_ day of \_\_\_\_\_, 2016, intending to be legally bound, executed this Indemnity.

OWNER:  
[OWNER ENTITY]

CONTRACTOR:  
[CONTRACTOR ENTITY]

\_\_\_\_\_  
Name:  
Title: Authorized Signatory  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title: Authorized Signatory  
Date: \_\_\_\_\_