

## CONTRACTOR - INDEMNITY & INSURANCE PROVISIONS

In consideration for permitting \_\_\_\_\_ (Contractor) to perform work on the premises owned by POC 120 1 LLC ("Owner") situated at 1201 South Eads Street Arlington, VA Contractor hereby agrees to the following:

### 1.0 Indemnification

1.1 To the fullest extent permitted by law Contractor agrees to indemnify and hold harmless Owner, Owner's Managing Agent Pelican Management Inc. ( "Managing Agent") and their respective Affiliates, Officers, Partners, Agents, Employees, Servants and Assignees, all to be referenced collectively as "OWNER", from and against all liability, claims and demands on account of injury to persons, including death resulting therefrom, and damage to property arising out of the performance, or lack of performance, of the Agreement by Contractor, Contractor's Sub-Contractors, their respective Employees and Agents, all to be referenced as "CONTRACTORS", and damage to property of "CONTRACTORS". Contractor shall at it's own expense, defend any and all actions at law brought against "OWNER" based thereon and shall pay all attorney's fees and all other expenses and promptly discharge any judgments or settlements arising therefrom.

### 2.0 Insurance

2.1 Contractor shall secure, and keep in full force and effect, and shall cause its Subcontractors to secure, and keep in full force and effect throughout the term of this Agreement the following coverage at Contractor's sole cost and expense. Such Insurance shall be primary non-contributory, notwithstanding any other insurance that might be in effect for the indemnities:

(a) Commercial General Liability Insurance, including Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement), Products & Completed Operations Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, written on an occurrence form, with combined bodily injury and property damage limits of liability of no less than \$5,000,000 per occurrence, \$10,000,000 per project general aggregate, \$10,000,000 Personal & Advertising Injury and \$10,000,000 Products and Completed Operations liability with an aggregate limit per project. The limits of liability can be provided in a combination of a Commercial General Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on form CG00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard form. Such insurance is to be primary insurance, notwithstanding any insurance maintained by the indemnified parties

***The Insurance shall not have any exclusions for Worker or Employee Injury or for Contractual Liability***

All contractors are to maintain completed operations coverage\_ for three years after the work is completed.

(b) Worker's Compensation Insurance providing statutory benefits for Contractors and Subcontractor's employees and Employers Liability coverage in an amount that is no less than \$1,000,000;

- (c) Automobile Liability Insurance, including owned, non-owned and hired car liability insurance for combined limits of liability of \$5,000,000 per occurrence. The limits of liability can be provided in a combination of an Automobile Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis;
- 2.2 All required insurance policies shall be maintained with insurance companies licensed within the State that work is being performed and holding an AM Best rating of no less than A-, VIII. Said policies shall contain a provision that that coverage will not be canceled, non-renewed or materially changed, until at least thirty (30) days prior written notice has been provided to Owner and Managing Agent.
- 2.3 Contractor agrees to have included in each of the above policies, and shall cause its Subcontractors to have included in each of the above policies, except Workers Compensation, a waiver of subrogation in favor of "OWNER".
- 2.4 Owner, and Managing Agent along with their subsidiaries and affiliated entities, now or hereafter formed, all as their interests may appear, and such other parties in interest as Owner or Agent may designate in writing from time to time shall be named as additional insured except with respect to Workers Compensation.
- 2.5 Certificates in the customary form, i.e. Acord 25, evidencing all terms of this Agreement, shall be delivered to the Owner or Managing Agent, or their agent, accompanied with additional insured endorsement CG2010 (1001) and CG2037 or their equivalent, simultaneously with the execution of this Agreement. Similar certificates, while Contractor is on the premises, shall be delivered evidencing the renewal or replacement of such insurance, at least 10 days prior to the effective date of such renewal or change of insurer. Contractor must provide a copy of its insurance policies to Owner or its Agent within seventy- two (72) hours of any request.

Accepted and agreed to by:

\_\_\_\_\_ (Contractor) \_\_\_\_\_(Date)

\_\_\_\_\_ (Signature and Title)

\_\_\_\_\_ (Owner/ Managing Agent) \_\_\_\_\_(Date)  
(Signature and Title)

## Contractor - Indemnity & Insurance Provisions

This agreement is made this\_ day of \_ 2024 by and between POC 1201, LLC (hereinafter “**Owner**”) and Owner’s Managing Agent, **Pelican Management, Inc.** (hereinafter "**Pelican**" together with **Owner hereinafter “Owner Parties”**) each with a principal address of 524 North Avenue, New Rochelle, New York 10801 and with a principal place of business at \_\_\_\_\_ (**hereinafter “Contractor”**).

Owner Parties and Contractor have entered into a contract for Contractor to perform certain work (the “work”) in the building located at 1201 S Eads Street Arlington, Virginia ("Contract") and desire to enter into this additional agreement in connection with the Work, and agree as follows:

1. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor will indemnify and hold harmless Owner Parties and their affiliates, employees and agents (collectively "**Indemnitees**") from and against all liability, claims and demands on account of injury/death to persons, and damage to property arising out of the performance, or lack of performance, of the Agreement by Contractor. its Sub-Contractors, their respective employees and agents. Contractor shall, at its own expense. defend any and all actions at law brought against Indemnitees.
2. **INSURANCE.** Contractor and all of its subcontractors shall keep and maintain the following insurance coverage. naming Owner Parties as additional insureds:

<b>Policy</b>	<b>Coverage Limits</b>
Commercial General Liability Insurance	\$10,000,000.00
Automobile Liability Insurance	\$1,000,000.00
Workers Compensation Insurance	Statutory Limits
Employers Liability Insurance	\$1,000,000.00
Professional Liability (where applicable)	\$10,000,000.00

The insurance shall not have any exclusions for Worker or Employee Injury or for Contractual Liability. Contractor shall provide Certificates of Insurance to memorialize the coverage prior to the performance of any Work.

3. **VENDOR CAFE:** Contractor shall use Owner’s Vendor Cafe portal for all purposes including requests for payment.
4. Owner may cancel the Contract for any reason upon forty-eight (48) hours notice to Contractor.
5. This Agreement may be signed electronically, and/or in counterparts including via DocuSign which will be deemed originals for all purposes.

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**Contractor**  
**By:**  
**Title:**

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**Owner or Managing Agent**  
**By:**  
**Title:**