

**SUBCONTRACT AGREEMENT**

**EXHIBIT E**

**INSURANCE REQUIREMENTS**

Insurance certificates must be received and approved by Contractor prior to commencement of work. General Liability, Automotive Liability, Worker's Compensation and Employee Liability Insurance must be carried by each Subcontractor. Insurance Certificates must be in our office prior to jobsite mobilization. Attached is a sample Certificate of Insurance identifying the necessary coverages and limits required in the performance of the work.

CERTIFICATE OF INSURANCE EXAMPLE						ISSUE DATE (MM/DD/YYYY) <u>1</u>			
PRODUCER: <i>Your Producer Name</i> <i>Your Producer Address</i> <u>2</u> <i>Your Producer City, State and Zip</i> <i>Your Producer Telephone Number</i>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
INSURED: <i>Your Company Name</i> <i>Your Company Address</i> <i>Your Company City, State and Zip</i> <u>3</u> <i>Your Company Telephone Number</i>			INSURER'S AFFORDING COVERAGE		NAIC #				
			INSURER A:	<i>Your General Liability Carrier</i>					
			INSURER B:	<i>Your Automobile Carrier</i>					
			INSURER C:	<i>Your Excess Liability Carrier</i> <u>4</u>					
			INSURER D:	<i>Your WC/Employers Liability Carrier</i>					
			INSURER E:						
COVERAGES									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY AGREEMENT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE			POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS <u>6</u>		
<u>5</u>  A	GENERAL LIABILITY			YOUR POLICY #  <u>7</u>	XXXXXXXXXX  <u>8</u>	XXXXXXXXXX  <u>9</u>	EACH OCCURRENCE	\$1,000,000	
	X	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISE (Ea occur)	\$100,000	
		CLAIMS MADE	X				OCCUR	MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
B	AUTOMOBILE LIABILITY			YOUR POLICY #	XXXXXXXXXX	XXXXXXXXXX	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	X	ANY AUTO					BODILY INJURY (Per person)		
		ALL OWNED AUTOS					BODILY INJURY (Per accident)		
		SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)		
		HIRED AUTOS							
		NON-OWNED AUTOS							
	GARAGE LIABILITY			YOUR POLICY #	XXXXXXXXXX	XXXXXXXXXX	AUTO ONLY - EA ACCIDENT		
		ANY AUTO					OTHER		
C	EXCESS/UMBRELLA LIABILITY			YOUR POLICY #	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$1,000,000*	
	X	PER OCCUR	CLAIMS MADE				AGGREGATE	\$1,000,000*	
		DEDUCTIBLE RETENTION							
D	WORKMAN'S COMPENSATION & EMPLOYERS' LIABILITY			YOUR POLICY #	XXXXXXXXXX	XXXXXXXXXX	WC STATUTORY LIMITS		
							EL EACH ACCIDENT	\$100,000	
							EL DISEASE - EA EMPLOYEE	\$100,000	
							EL DISEASE - POLICY LIMIT	\$500,000	
ADDITIONAL INSURED: <u>10</u> Owner: Contractor:									
Certificate Holder is included as additional insured. The insured also agrees to waive all Rights of Subrogation for Worker's Compensation. It is also agreed that Policies represented on this certificate are Primary and Non Contributory.									
CERTIFICATE HOLDER				CANCELLATION					
CRG Residential IHA, LLC <u>11</u> 805 City Center Drive, Suite 160 Carmel, IN 46032				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.					
				AUTHORIZED REPRESENTATIVE <u>12</u>					
* COVERAGE FOR ELECTRICAL, HVAC, PLUMBING, STEEL, ELEVATOR AND FRAMING = \$5,000,000									

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**REQUIREMENTS**

The sections below provide explanations and directions that correspond to the sections on the Certificate of Insurance to be provided by the Subcontractor/Supplier to the Contractor.

- 1 This is the date the Certificate of Insurance was typed.
- 2 This is the name and address of the agent or broker who placed the insurance coverage for the Subcontractor/Supplier.
- 3 This is the name and address of the Subcontractor/Supplier.  
This name must be the same as Subcontractor/Supplier named in the Agreement.
- 4 This is the name(s) of the insurance companies providing the insurance to the Subcontractor/Supplier. Insurance shall be placed with insurers which have an A.M. Best rating of "A VIII" or better.
- 5 Letter designation will indicate which insurance company is providing insurance coverage from the list of insurance companies under "Insurer's Affording Coverage".
- 6 Type of Insurance identifies the specific insurance being provided. Subcontractor/Supplier shall maintain limits of liability of at least:
  - a) **Commercial General Liability**  
\$1,000,000 each occurrence bodily injury and property damage  
\$1,000,000 personal and advertising injury  
\$2,000,000 products and completed operations aggregate  
\$2,000,000 general aggregate
  - b) **Automotive Liability**  
\$1,000,000 combined single limit per accident, bodily injury and property damage
  - c) **Excess/Umbrella Liability**
    - 1) Electrical, HVAC, Plumbing, Steel, Elevator, Roofing and Framing Subcontractors  
\$5,000,000 each occurrence  
\$5,000,000 annual aggregate
    - 2) All other Subcontractors  
\$1,000,000 each occurrence  
\$1,000,000 annual aggregate
  - d) **Workers Compensation**  
Coverage as required by law
  - e) **Employer's Liability**  
\$100,000 bodily injury by accident  
\$100,000 Disease – each employee  
\$500,000 Disease – aggregate
- 7 This is the policy number of the insurance policy provided to Subcontractor/Supplier.
- 8 The policy effective date must be effective on or before the contract inception date.
- 9 **The policy expiration date must expire on or after the Final Completion date as defined in the Agreement. If the expiration date is before the Final Completion date, Subcontractor/Supplier must provide a renewal certificate to prevent access to any jobsite to be withdrawn and holds on Subcontractor/Supplier payments. No claims for delay or associated costs will be approved by Contractor in the even to any denial of access to any jobsite.**
- 10 Contractor's Special Request Items:  
Additional Insureds Listed:  
Owner:  
Contractor:
- 11 The certificate holder is the Contractor, which requested the Certificate of Insurance from the Subcontractor/Supplier, not any individual person of Contractor.
- 12 The Certificate of Insurance must be signed to be valid. It can be signed by the agent, the broker or the insurance company.

Contractor will verify that the types of insurance and the limits of coverage being provided are consistent with the contract requirements. Approval of Subcontractor's/Supplier's Certificate of Insurance will be subject to this verification.

**Original Certificate(s) of Insurance must be mailed to:**

Attn: Accounting  
805 City Center Drive, Suite 160  
Carmel, IN 46032

**Faxed Certificate(s) of Insurance must be faxed to:**

Attn: Accounting  
(317) 575-9399