

Date of agreement: _____ Project location: _____

Project description: _____ Project duration: _____

Client: _____ Sum: \$ _____

Parties to contract:

Owner: _____ General contractor: _____ Other parties: _____

Contract Documents: Supplemental contract documents referenced Yes No

If yes: Prime contract Subcontract agreement General conditions Modifications Others

Ensure all supplemental documents are obtained/reviewed when possible.

General comments: _____

Check all that apply

Comments/Notes

INDEMNIFICATION AGREEMENT – RISK TRANSFER¹

Select Risk Transfer: Broad Intermediate Limited

Client is taking on negligence of others Yes No

Insurance coverage consistent with risk level assumed Yes No

Compliant with state anti-indemnification laws Yes No
(Project location state typically determines applicable state law)

COMMON INSURANCE REQUIREMENTS²

Commercial General Liability

\$ _____ Each occurrence

\$ _____ Personal and advertising

\$ _____ General aggregate per project per location

\$ _____ Products and completed operations aggregate

Waiver of subrogation required Yes No

Project state is on the policy Yes No

Additional Insured Coverage Required Yes No

Specific AI form numbers required _____

Primary and noncontributory requirements Yes No

Completed operations requirement Yes No

Number of years required _____

Parties required to be an additional insured _____

Additional coverages required _____

Prohibited policy exclusions _____

¹For assistance, please reference the Acuity website Agent Center for the following construction contracts brochures:

[Indemnification Language Analysis](#), [Anti-Indemnity Laws by State](#)

²For assistance selecting Acuity coverages, reference Acuity website Agent Center for the following construction contracts brochures:

[Insurance Requirements Reference Guide](#), [Contract Policy Forms](#)

COMMON INSURANCE REQUIREMENTS - CONTINUED

Workers' Compensation & Employers' Liability

Coverage A - Workers' Compensation

Coverage B - Employers' Liability

\$ _____ Bodily injury each accident

\$ _____ Bodily injury by disease/policy limit

\$ _____ Bodily injury by disease/each employee

Waiver of subrogation required Yes No

Project state is on the policy Yes No

Owners/member/exec coverage required Yes No

Additional coverages required _____

Prohibited policy exclusions _____

Commercial Auto Liability

\$ _____ Bodily injury

\$ _____ Property damage

\$ _____ Combined single limit

Hired and nonowned requirement Yes No

Primary and noncontributory requirements Yes No

Additional insured requirement Yes No

Parties required to be an additional insured _____

Additional coverages required _____

Prohibited policy exclusions _____

Excess Liability

\$ _____ Each occurrence

\$ _____ Aggregate

Lines of insurance covered by excess _____

Follow form required Yes No

Waiver of subrogation required Yes No

Primary and noncontributory requirement Yes No

OTHER INSURANCE REQUIREMENTS (may not be required for all contracts)

30 Day Notice of Cancellation Required Yes No

Lines required _____

Errors & Omissions Liability

Required Yes No

Occurrence/per claim limits _____

Extended reporting required Yes No

Years required _____

OTHER INSURANCE REQUIREMENTS - CONTINUED (may not be required for all contracts)

Professional Liability

Required Yes No

Occurrence/per claim limits _____

Extended reporting required Yes No

Years required _____

Pollution Liability

Required Yes No

Applicable lines _____

Occurrence/per claim limits _____

Owners and Contractors Protective Liability

Required Yes No

Occurrence/per claim limits _____

Railroad Protective Liability

Required Yes No

Occurrence/per claim limits _____

Builders' Risk

Provided by: Owner General contractor Subcontractor Other

Limits Required _____

Occurrence/per claim limits _____

Performance and Payment Yes No

Additional Coverages Required

ADDITIONAL RISK MANAGEMENT CONSIDERATIONS

Legal Counsel Review

Contract reviewed by legal counsel Yes No

If yes, within the past three years Yes No

Scope of Work

Clear and complete description of activities Yes No

Client agrees with activities as described Yes No

Ensure client's project tasks are clearly outlined and consistent with client's understanding of responsibilities.

ADDITIONAL RISK MANAGEMENT CONSIDERATIONS - CONTINUED

Dispute Resolution

Choice of law (a/k/a forum selection clause) Yes No

Choice of law state venue _____

Arbitration provision Yes No

Several factors can contribute to which court would preside over disputes. Key factors are the choice of law clause in the contract, state location of the project, or the incorporation state of the parties to the contract.

Ensure that the method of resolution and venue are not disadvantageous to client.

Safety and Equipment

Client is responsible for safety measures Yes No

Client safety requirements _____

Safety equipment to be provided by client _____

Unclear Terms/Conditions

Note:

If you feel your client cannot comply with the contract terms, they should negotiate directly with the upstream parties to the contract, or advice of legal counsel should be obtained.

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