

STANDARD LIABILITY FORM

The undersigned hereby agrees to save harmless, defend and indemnify AMSTED Industries Incorporated ("AMSTED") and its officers, directors, agents, employees and affiliates for, from and against any and all liability, claim, damages, costs, losses and expenses (including defense costs) in any way arising out of:

- i) injury to or death of any person, or
- ii) damage to or destruction of anyone's property or loss of use thereof

which arises out of or in connection with the presence of the undersigned or the undersigned's contractors, subcontractors, invitees, officers, directors, agents or employees on or about the property of AMSTED's * _____ division ("* _____") or the performance of any work pursuant to any purchase order issued by * _____ or other contract between * _____ and the undersigned, unless such injury, death, damage or destruction is caused by the sole negligence of AMSTED employees or * _____ employees.

The undersigned further agrees to furnish * _____ evidence of Commercial/Comprehensive General Liability insurance coverage satisfactory to * _____ including coverage for the undersigned's contractual liability herein.

The undersigned further agrees that said coverage shall include any and all claims for injury, death, property damage or destruction arising from the operation of any structural work law or similar law or from the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances, regardless of how caused.

Since the undersigned is responsible for the supervision and safety of all work hereunder, this indemnity shall cover all claims alleging lack of supervision, failure to provide a safe work place, or unsafe practices or conditions. This liability shall not be affected or limited if * _____ participates in the design of the work to be performed, is present on the work site or inspects the undersigned's work.

Witnessed:

(Company name)

By: _____

Title: _____

Date: _____

*Insert name of entity