

ON-SITE WORK
INDEMNITY AGREEMENT

For and in consideration of allowing _____ (“Contractor”) to enter the premises of Amsted Rail Company, Inc. (“Owner”), Contractor hereby agrees to save harmless, defend and indemnify to the fullest extent permitted by law, Owner, its officers, directors, agents, employees, and affiliates from and against any and all liabilities, claims, damages, costs, losses, and expenses (including attorneys’ fees and other defense costs) that arise out of or in connection with the presence of the Contractor or the Contractor’s subcontractors, invitees, officers, directors, agents or employees on or about the premises of Owner, including, but not limited to, the injury to or death of any person and/or the damage to or destruction of anyone’s property or the loss of use thereof, unless such injury, death, damage or destruction is caused solely by the negligence of Owner.

Contractor further agrees as follows:

1. That it will obtain and maintain in force and effect a commercial/comprehensive general liability insurance policy (the “Policy”), with limits not less than \$5 Million which includes, but is not limited to, coverage for the Contractor’s indemnity obligations undertaken herein.
2. That it will obtain and maintain in force and effect an endorsement to the Policy which makes Owner an additional insured under the Policy and which provides, but is not limited to, coverage to Owner for claims, including claims by employees and/or agents of Contractor, against Owner arising out of or in connection with the presence of the Contractor, and/or Contractor’s employees and agents, on or about the property of Owner. The coverage afforded Owner as an additional insured will be on a primary basis and without expectation of contribution from any insurance maintained by Owner.
3. That it will obtain and maintain in force and effect a workers compensation insurance policy compliant with local statute.
4. That it waives the subrogation rights of its workers compensation and general liability carriers for the benefit of the Owner.
5. That it will provide to Owner certificates of insurance evidencing the coverage required herein.
6. That neither the failure to deliver a certificate of insurance by Contractor nor the acceptance of a non-compliant certificate of insurance by Owner will act as a waiver of the insurance requirements herein.

This Agreement will apply each and every time Contractor is on the premises of Owner unless otherwise agreed to by Owner.

Since Contractor 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, unsafe practices or conditions and any violation of OSHA or state equivalent. Contractor's responsibility shall not be affected or limited if Owner participates in the design of the work to be performed, is present on the work site or inspects Contractor's work unless Owner's participation, presence or inspection constitutes negligence and such negligence is the sole cause of the incident.

CONTRACTOR:

OWNER:

(Company Name)

Amsted Rail Company, Inc.

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

