PURCHASE AGREEMENT

Date: _______ (the "Effective Date")

THIS PURCHASE AGREEMENT (this "Purchase Agreement"), dated the date specified above, is by and between _______ (the "Contractor") and _______ (the "Subcontractor"). At the request of the Contractor, the Subcontractor agrees to (check only one): ☐ perform certain services ☐ supply certain products in accordance with the scope of work as set forth below (the "Work").

Schedule:

The Work must be delivered in accordance with the following Schedule:

Click here to enter text

Compensation:

Subject to the terms of this Purchase Agreement, the Contractor shall pay the Subcontractor the sum of Dollars ($______). [OR OTHER AGREED TERMS]

Click here to enter Other Agreed Terms

Scope of Work:

The Work described herein is required to be performed pursuant to this Purchase Agreement:

Click here to enter text

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<tr>
<th>CONTRACTOR</th>
<th>SUBCONTRACTOR</th>
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<td>Signature:</td>
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Release 04/2015
1. Indemnification and Subcontractor’s Liability

A. Subcontractor hereby assumes the entire responsibility and liability for all Work, including without limitation all products, supplies or other items created or provided by the Subcontractor and any and all sub-subcontractors (each, a “Sub-Subcontractor”), and all services performed, and all supervision, labor and materials provided or created by the Subcontractor and any and all Sub-Subcontractors, until final acceptance of the entirety of the Work by the Contractor. In the event of any loss, damage or destruction thereof from any cause until delivery and final acceptance of the Work by the Contractor, the Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at the Subcontractor's cost.

B. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor and its respective officers, directors, employees and agents, and their successors and assigns (“Indemnified Parties”), from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the Subcontractor or any Sub-Subcontractor of this Purchase Agreement or the Work hereunder, whether occurring before or after acceptance, whether a service or a product, and whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Subcontractor or any entity for which it is legally responsible, including any allegations that (i) one or more products, or any part thereof, or their manufacture, use, import, support, sale or distribution infringe, misappropriate, or violate any intellectual property rights of any third party; (ii) one or more products, or any part thereof, or their manufacture, use, import, support, sale or distribution, have caused bodily injury (including death) or physical damage due to Manufacturing Defect; or (iii) one or more of the Contractor's products has caused bodily injury (including death) or physical damage, and the cause of injury or damage is a Manufacturing Defect, with respect to one or more products.

C. For purposes of this section, “Manufacturing Defect” means the negligence, including negligent acts or omissions, recklessness (having a baseline not less than negligence), wrongful intentional acts or omissions, or strict liability of or by the Subcontractor or any Sub-Subcontractor, or any of their affiliates or their agents, resulting from, or arising out of or in connection with the manufacture of a product or provision of a service by the Subcontractor or Sub-Subcontractor, regardless of whether the claim is presented by the Subcontractor's employee or a third party, or their successors or assigns. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Subcontractor or the rights of the Contractor contained in this Purchase Agreement or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefits acts and includes any loss or injury suffered by an employee of the Subcontractor or any others who claim to have directly or derivatively sustained injury or damages due to the injury sustained by the Subcontractor's employee. This indemnification shall be in addition to any indemnity liability imposed by any other documents, and shall survive the completion or acceptance of the Work or the termination of this Purchase Agreement.

2. Subcontractor’s Insurance

A. Prior to commencing the Work, the Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of this Purchase Agreement, insurance coverage required by any contract documents and this Purchase Agreement. At a minimum, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to the Contractor as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business and issue the requisite line of insurance in
the state where the project is located. This insurance will provide a defense to and indemnify the Contractor, but only to the extent attributable to the negligence or strict liability of the Subcontractor or any entity for which it is legally responsible or vicariously liable. Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of the Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein. In the event that the insurance company(ies) issuing the policy(ies) required by this Purchase Agreement deny coverage to the Contractor or the Subcontractor, the Subcontractor shall, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-subcontractor's expense.

**Commercial General Liability Insurance**

$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

$2,000,000 General Aggregate per Project

$2,000,000 Products & Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury Limit

**Workers’ Compensation and Employers’ Liability Insurance** (at the limit in the drop down box below)

[Click Here To Make a Selection]

**Excess or Umbrella Liability** (to overlay Employer’s Liability, Automobile Liability and Commercial General Liability coverages at the limit chosen in the grayed drop down box below).

[Click Here to Select Umbrella Limit Occurrence/aggregate]

**B.** The Contractor, along with its officers, directors, agents and employees, shall be named as additional insureds on the Business Policy and for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy. The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least five (5) years following substantial completion of the Work. It is expressly understood by the parties to this Purchase Agreement that it is the intent of the parties that any insurance obtained by the Contractor shall be deemed excess, noncontributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, or any of their respective directors, officers, agents, Sub-Subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law. To the fullest extent permitted by applicable law, a Waiver of Subrogation Clause shall be added to the General Liability, Excess or Umbrella Liability and Workers Compensation policies in favor of the Contractor, and this clause shall apply to the Contractor's directors, officers, agents and employees, with respect to all Work performed or delivered pursuant to, and all acts or omissions under, this Purchase Agreement, at any time during the policy term. Prior to commencement of Work on any individual Project, the Subcontractor shall submit a Certificate of Insurance in favor of the Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Certificate shall provide for thirty (30) days' advance notice to the Contractor of the cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Contractor upon request. The Subcontractor shall notify the Contractor if any self-insured retentions or deductibles exist in the foregoing policies, and all self-insured retentions or deductibles that exist in the foregoing policies shall be the sole responsibility of the Subcontractor. The mere purchase and existence of insurance does not reduce or release Subcontractor from any liability incurred or assumed under this Purchase Agreement.
3. Representations and Warranties

The Subcontractor hereby represents, warrants, and covenants to the Contractor as of the Effective Date:

A. The Subcontractor is a [corporation] duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated, and has all requisite power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as necessary to perform this Purchase Agreement.

B. The Subcontractor has the requisite power and authority and the legal right to enter into this Purchase Agreement and perform its obligations hereunder; it has taken all necessary action on its part required to authorize the execution and delivery of this Purchase Agreement and the performance of its obligations hereunder; and this Purchase Agreement has been duly executed and delivered on its behalf, and constitutes a legal, valid, and binding obligation of the Subcontractor that is enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.

C. The execution, delivery, and performance of this Purchase Agreement by the Subcontractor does not conflict with any agreement, instrument, or understanding, oral or written.

D. Any and all necessary consents, approvals and authorizations of all governmental authorities and other third parties required to be obtained by the Subcontractor in connection with the execution, delivery and performance of this Purchase Agreement have been obtained by it.

E. To its knowledge based upon reasonable inquiry, neither the Subcontractor, its affiliates nor any of their respective directors, officers, employees: (a) has made or agreed any payment or any offer or promise for payment, either directly or indirectly, of money or other assets, or transfer anything of value (a "Payment"), to government or political party officials (where "government official" shall, for purposes of this clause E, include without limitation health care providers in state-run hospitals and health care systems and decision-makers in state-owned or -controlled enterprises), officials of international organizations, candidates for public office, or representatives of other businesses or persons action on behalf of any of the foregoing for the purpose of influencing decisions or actions or where such Payment would constitute violation of any applicable anti-bribery laws; and (b) has accepted any Payment for the purpose of influencing any decisions or actions to help anyone (including but not limited to the Contractor) obtain or maintain business where such Payment would constitute violation of any anti-bribery laws. The Subcontractor covenants that it will ensure that neither it, its affiliates, nor any of their respective directors, officers and employees will make, agree to, offer or accept any of the Payment described in (a) and (b).
4. Miscellaneous

A. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one Agreement.

B. This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____.

C. All notices shall be in writing and sent by certified mail (return receipt requested), overnight mail or facsimile (with a copy to be sent by certified or overnight mail) to the following addresses:

**Contractor:**

Address: _____

Attention: _____

Facsimile No.: _____

**Subcontractor:**

Address: _____

Attention: _____

Facsimile No.: _____