

INDEPENDENT CONTRACTOR AGREEMENT (UNIT OWNER)

This Agreement (“Agreement”) is made this ___ day of _____, _____ (“Effective Date”), by and between Unit Owner, _____, having an address of 2500 Gulf Shore Blvd North, Naples, Florida 34103, and _____, (the “INDEPENDENT CONTRACTOR”), having an address of _____.

NOW THEREFORE, in consideration of the mutual exchange of covenants and agreements contained herein, and the mutual exchange of \$ _____ and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, UNIT OWNER and INDEPENDENT CONTRACTOR agree that the recitals set forth hereinabove are true and correct and incorporated into the Agreement, and further agree as follows:

INDEPENDENT CONTRACTOR is to secure, pay for, and file with the UNIT OWNER, YACHT HARBOR, INC. CONDOMINIUM (THE ASSOCIATION), having an address of 2500 Gulf Shore Blvd North, Naples, Florida 34103, and prior to commencing any Work under this Agreement, all Certificates for Workers’ Compensation, Commercial General Liability, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the INDEPENDENT CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Minimum limits of insurance required of INDEPENDENT CONTRACTOR or their sub-INDEPENDENT CONTRACTORS, which shall be provided by an acceptable insurance carrier with a minimum AM Best carrier rating of “A- VII”:

1. **Commercial Automobile Liability** – Including owned, hired, and non-owned automobile bodily injury and property damage liability in an amount of at least \$1,000,000 combined single limit per accident.
2. **Commercial General Liability** – Including Products & Completed Operations and without restriction or limitation of coverage for residential work, Personal & Advertising Injury, contractual liability, Damage to Work Performed by Subcontractors, or Underground, Collapse, and Explosion, and in an amount of at least \$1,000,000 per occurrence (Bodily Injury and Property Damage), \$1,000,000 per person or organization (Personal and Advertising injury), \$2,000,000 per project aggregate, and \$2,000,000 Products and Completed Operations aggregate, and written on a standard ISO form or its equivalent.
3. **Professional Liability** – If any professional services, including, but not limited to design and engineering, are rendered, INDEPENDENT CONTRACTOR shall procure, maintain, and pay for Professional Liability insurance for negligent acts, errors, or omissions in an amount of at least \$1,000,000 each claim, and \$1,000,000 annual aggregate, and including coverage for economic loss. All insurance policies provided by INDEPENDENT CONTRACTOR, its design consultants, and sub-INDEPENDENT CONTRACTORS shall remove and/or specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of this Agreement.
4. **Workers’ Compensation Insurance** – With statutory limits and Employers’ Liability of at least \$500,000 each accident, \$500,000 each employee for disease, and \$500,000 per policy for disease, and in absence of any employees, on a minimum “if any” basis of payroll or subcontracts. If the Agreement requires working on or around a navigable waterway, if legally required to do so in order to be in compliance with Federal Statutes, the INDEPENDENT CONTRACTOR shall secure United States Longshore and Harbor Workers (USL&H) coverage and/or coverage for Jones Act and evidence of coverage must be clearly shown on the certificate of insurance. Where the INDEPENDENT CONTRACTOR or a sub of the INDEPENDENT CONTRACTOR utilizes an employee leasing firm to provide workers’ compensation coverage, or hires Day Labor personnel from a Labor Pool Company, a roster of covered employees is required to be submitted with the Certificate from the leasing company. Any additional employees that are hired (and added to the coverage under the employee leasing company) after the Certificate is provided, shall be notified to the ASSOCIATION with an updated roster at all times. A Certificate of Insurance must be provided from the Day Labor company as well as a list of employees’ names and dates of work which shall be submitted no less than every 7 days beginning with the first day of use of Day Labor type personnel.

5. **Pollution Liability** – If designated in the Agreement or if the Work includes any portion of i) building enclosure systems involving the watertight integrity of the building (including, without limitation, vapor or moisture barriers, roofing or flashing, exterior windows, curtain wall components or systems, plaster or stucco or exterior stone, masonry, waterproofing, or caulking), ii) plumbing, heating, fire suppression, ventilating or air conditioning systems, iii) drywall or insulation, or iv) building foundations, INDEPENDENT CONTRACTOR shall procure, maintain, and pay for Pollution Liability insurance including contractual liability coverage. Such insurance shall have limits of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate, and shall include coverage for Completed Operations. The policy shall include coverage for bodily injury, property damage, and clean-up costs. The definition of Pollutant and/or Pollution Condition shall include any form of fungus, including mold.
6. **Umbrella Liability** – Including Products & Completed Operations and without restriction or limitation of coverage for residential work and with minimum limits of \$1,000,000 per occurrence.

UNIT OWNER AND THE ASSOCIATION shall be named as an Additional Insured, utilizing an ISO standard endorsement, on a Primary and Non-Contributory basis on all policies, except Workers' Compensation and Professional Liability. The General Liability policy shall name UNIT OWNER & ASSOCIATION as an Additional Insured utilizing an ISO standard endorsement at least as broad as CG 2010 11 85, (policy or endorsement will include coverage for "your work", including ongoing operations as well as Products & Completed Operations).

Insurance to be maintained as shown on the Certificate of Insurance during the entire duration of work being performed on behalf of UNIT OWNER and for the duration of the Statute of Repose in the applicable state. Certificates are to provide a minimum of 30 days' notice of cancellation or alteration.

Prior to commencing any Work under this Agreement, INDEPENDENT CONTRACTOR shall furnish original Certificates of Insurance and copies of all applicable endorsements evidencing the aforementioned coverages to the UNIT OWNER & ASSOCIATION. Such Certificates shall include Waiver of Subrogation clauses in favor of ASSOCIATION on all policies. INDEPENDENT CONTRACTOR will maintain the aforementioned General Liability, Professional Liability, Pollution Liability, and Umbrella Liability insurance with coverage continuing in full force, including the Additional Insured status, for the duration of the Statute of Repose in the applicable state contracted herein. ASSOCIATION'S insurance shall be excess over any coverage provided to them as an Additional Insured under said INDEPENDENT CONTRACTORs Additional Insured Endorsement Naming the ASSOCIATION.

Notwithstanding any other provision of this Agreement, the INDEPENDENT CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the INDEPENDENT CONTRACTOR who is performing any labor, services, or material under the Agreement.

INDEPENDENT CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. INDEPENDENT CONTRACTOR will notify ASSOCIATION immediately by telephone at (239)580-7814 OR (781) 706-1875 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the INDEPENDENT CONTRACTOR.

To the fullest extent permitted by law, the INDEPENDENT CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the ASSOCIATION and their respective officers, directors, agents, and employees, herein called the "indemnitees", from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by the INDEPENDENT CONTRACTOR or its sub-INDEPENDENT CONTRACTORS, materialmen, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the INDEPENDENT CONTRACTOR or its sub-INDEPENDENT CONTRACTORS, materialmen, or agents of any tier or their respective employees. Provided however that any claim for indemnification for damages caused in whole or in part by any act, omission or default by indemnitee(s) shall be limited to the amount of INDEPENDENT CONTRACTOR's insurance or \$2,000,000 per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Agreement and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the INDEPENDENT CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the INDEPENDENT CONTRACTOR or of any third party to whom INDEPENDENT CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Association MUST always be listed as "Additional Insured" in accordance with provisions above.

In witness whereof, UNIT OWNER and INDEPENDENT CONTRACTOR have executed this Agreement on the date first above written.

Unit Owner:

INDEPENDENT CONTRACTOR:

Signature

Signature

Print Name: _____

Print Name: _____

Address: _____

Title: _____

Address: _____

FEIN: _____

NOTE: This contract should be reviewed by your legal counsel