



EXHIBIT A

INDEMNITY AND INSURANCE REQUIREMENTS

The provisions of this exhibit are incorporated and made a part of the attached order/agreement dated _____ (referred to in this exhibit as this “Agreement”), between _____ as contractor/vendor, (referred to in this exhibit as “Contractor”) and AVS, Incorporated as Owner (referred to in this exhibit as “Owner”).

1. Indemnification and Hold Harmless

(a) To the fullest extent permitted by law, Contractor agrees and shall cause its subcontractors to agree, to indemnify, defend and hold harmless Owner, Customers and their respective affiliates, principals, partners, members, stockholders, officers, directors, agents, employees, servants, successors and assigns (hereinafter collectively referred to as “Indemnitees”) from and against any and all liabilities, claims, demands, losses, obligations, fines, liens, penalties, actions, judgments, damages, costs, charges and expenses (including, without limitation, reasonable attorneys’ fees) (collectively, “Claims”) arising from, in connection with and/or relating to the work described in the Agreement.

(b) The indemnity contained herein shall survive the termination of this Agreement. Contractor shall advise Owner promptly after obtaining notice thereof, in writing, of any incident that might give rise to a Claim or the service upon any Contractor Party of any summons, notices, letters or other communications alleging any Claim against any Indemnitees or with respect to the Building or its surrounding area, upon which any Contractor Party is supplying services.

2. Insurance

A. For any work under this Agreement, and until completion and final acceptance of the Work, the Contractor, at its own expense, must promptly furnish to Owner, certificates of insurance giving evidence that the following coverages are in force for itself and the Subcontractors and Subcontractors of Subcontractors:

1. **Workers' Compensation Insurance**

- a. Workers' Compensation - Statutory Limits;
- b. Employer Liability Limits:
 - i. \$500,000 Bodily Injury each Accident
 - ii. \$500,000 Bodily Injury by Disease – Policy Limit
 - iii. \$500,000 Bodily Injury by Disease – Each Employee

2. **Automobile Liability Insurance**

- a. \$1,000,000 Combined Single Limit
- b. Must include:
 - i. Owned Autos (if any)
 - ii. Hired Autos
 - iii. Non-Owned Autos
- c. Owner shall be endorsed as Additional Insured on a primary and non-contributory basis

3. **Commercial General Liability Insurance**

- a. Limits of Liability
 - i. \$1,000,000 Bodily Injury/Property Damage each occurrence
 - ii. \$2,000,000 Products/Completed Operations Aggregate
 - iii. \$2,000,000 General Aggregate
 - iv. \$1,000,000 Each Occurrence
 - v. \$ 5,000 Medical
- b. Coverage shall include but not limited to the following supplementary coverages:
 - i. Contractual Liability to cover liability assumed under this Agreement;
 - ii. Product and Completed Operations Liability insurance
 - iii. Broad Form Property Damage Liability Insurance
 - iv. Independent Contractor's Liability;
 - v. Policy must be issued upon an "occurrence" basis, as distinguished from a "claims made" basis, unless approved by the Owner
- c. The policy limits shall apply on a "per project" basis.

- d. Owner shall be endorsed as Additional Insured on a primary and non-contributory basis

4. Excess Liability

- a. \$3,000,000 or such lower limit as may be approved by Owner

Coverage should apply and follow form over primary coverages shown above.

5. Pollution Liability (if applicable)

The policy shall include a \$2,000,000 per claim/occurrence and \$2,000,000 per aggregate limit of liability and not be subject to more than a \$25,000 deductible.

6. Professional Liability (if applicable)

The policy shall provide a coverage amount not less than \$2,000,000 per claim/occurrence and \$2,000,000 annual aggregate limit of liability and not be subject to more than a \$25,000 deductible.

B. Miscellaneous

All insurance policies shall be provided by a company or companies with a rating of not less than "A-" in the last available Best's rating guide. The limits of liability shown for each type of insurance coverage to be provided by Contractor pursuant hereto shall not be deemed to constitute a limitation of Contractor's liability for claims hereunder or otherwise.

F. Waiver of Subrogation

All insurance policies shall permit a waiver of subrogation in favor of the Additional Insured(s).

G. Approval of Forms and Companies

All insurance described in this Exhibit shall be written by an insurance company or companies reasonably satisfactory to Owner and licensed or authorized to do business in Massachusetts and the location of the work performed and shall be in a form and content reasonably satisfactory to the Owner. No party subject to the provisions of this Agreement shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.