



at The Monastery
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To: Towne Contractors & Vendors
From: Robert J. Wahlke
Subject: Workers Compensation & Liability Insurance

In order to protect our Association Boards of Directors, Third-Party Property Owners, Towne Employees and Towne Properties Business Entities, All Contractors and Vendors performing on-site work or services of any kind, are required to carry Workers Compensation, Auto Liability and General Liability Insurance coverages.

Although some states in which Towne conducts business do not require Sole Proprietors to carry Workers Compensation, Towne's insurance carriers do require it. In addition, Towne has a fiduciary and contractual responsibility to protect its clients from claims and litigation.

In order to do work for Towne Properties, their related entities, as well as the Associations Towne manages, there are required minimum insurance coverages, as well as indemnification agreements, as set forth below.

Required Minimum Coverages:

1. Liability Insurance:

- a. General Liability \$1,000,000
- b. Automobile \$1,000,000

2. Towne Properties Asset Management Company, their related entities, as well as the Association for whom work is being performed, shall be named as an additional insured on the foregoing policies. The additional insured coverage shall be primary under the General and Automobile Liability policies.

3. Workers Compensation: Required of all Contractors/Vendors/Sole Proprietors

4. Contractor/Vendor shall provide certificates of insurance reflecting compliance with these insurance requirements as a condition of payment

Indemnification and Hold Harmless

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless Towne Properties Asset Management Company (known as TPAMC), affiliated companies of TPAMC, the Association for whom work is being performed, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of



action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify, but shall still be required to defend, the Indemnified Parties for claims found to be due to the negligence or willful misconduct of Indemnified Parties by a court of competent jurisdiction.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws

Please make sure you provide your insurance agent with a copy of this letter and the attached Sample Certificate of Insurance. You must include all insurance costs in your bid, as you will be unable to renegotiate these costs later. Please have your agent email _____; the certificate and required forms to:

Location:

Total Restoration Solutions LLC

AP@totalrestorationsolutions.com 513-383-6364 (office)

Towne Properties Asset Management Company

By: 
Robert J. Wahlke, President

Vendor Acceptance By:

Company Name: _____

By: _____

Name: _____

Phone Number: _____

Dated: _____