

# IRON RIVER CONSTRUCTION

## HOLD HARMLESS AGREEMENT

I, the undersigned ("Subcontractor") do not currently have Workers' Compensation Insurance because I qualify for one or more of the allowable exemptions listed below.

In consideration of the Subcontractor's engagement as detailed in the Iron River Construction Subcontractor Agreement and the services provided hereunder, and additional services that maybe requested by Iron River Construction, and other valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Iron River Construction, and the Subcontractor hereby agree as follows:

To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify, and hold harmless the following: customers at whose home Subcontractor is performing work; Iron River Construction and their respective related corporate entities, officers, agents and employees from any and all loss or damage or injury arising out of or resulting from any and all injuries, losses, claims and damages and all costs and expenses, including and without limitation attorney's fees, and any other liabilities incurred by Subcontractor's customers, and Iron River Construction, arising out of any services provided by Subcontractor or its agent, employees, or Subcontractors, regardless of whether such loss or damage arises from a negligent act or omission of the customer, individual employee, or Iron River Construction

If at any point in the future I am no longer exempt from obtaining Workers' Compensation Insurance (I hire employees), I will acquire the necessary Workers' Compensation Insurance before any of my employees are allowed to work on a job for which I have sub-contracted for Iron River Construction, A certificate of insurance will be provided to Iron River Construction, at such time.

Please check only the appropriate box.

I am an **Individual/Sole Proprietor or single-member LLC** with **no employees**, and I do business under Federal ID # \_\_\_\_\_.

I am a **Corporation** with **no employees**, and I do business under Federal ID # \_\_\_\_\_.

This agreement may not be modified or amended, except in writing executed by an officer of the company. Each party of this Agreement has all requisite legal power and authority to execute and deliver this Agreement which constitutes a legal, valid, and binding obligation of each party. This is a Minnesota contract and shall be construed and enforced and governed by the laws of the State of Minnesota, without regard to the conflict of laws principles thereof. The Subcontractor agrees that Minnesota is the appropriate forum for any dispute related to this Agreement and agrees to submit to the jurisdiction of the courts of Minnesota.

By my signature below I warrant that my company is exempt from carrying Workers' Compensation Insurance for the reasons I have indicated above by my checkmark. I will submit to Iron River Construction, all required affidavits and/or waivers required by state law.

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**Subcontractor Signature**

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**Signer's Printed Name**

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**Company Name**

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**Date**