



Indemnification & Insurance Requirements

Indemnification

Contractor will defend, indemnify, and hold The Neil Jones Food Company and all of its shareholders, officers, directors, employees, and agents (collective "Indemnified Parties") harmless from and against all claims, damages, costs (including fees of attorneys and expert witnesses) or other losses by any of the Indemnified Parties resulting from any actual or alleged act or omission of Contractor or any actual or alleged act or omission on the part of any shareholder, officer, director, employee, or agent of Contract, or anyone acting for, at the direction of, or in concert with Contractor or any of Contractor's shareholders, officers, directors, employees, or agents.

Insurance

Without limiting any of Contractor's obligations under this Agreement, Contractor must secure, without cost to The Neil Jones Food Company, and maintain in full force and effect at all times throughout the term of any business relationship between Contractor and The Neil Jones Food Company, (i) all insurance required by applicable law, including without limitation, **workers' compensation** and **employer's liability** insurance with **all applicable statutory limits**, (ii) **commercial general liability** insurance providing coverage for all liability assumed by Contractor under this Agreement and person injury insurance, with combined single limits for bodily injury, death, and property damage of not less than **\$2,000,000** per occurrence and aggregate, (iii) **professional liability** (E&O) insurance with limits of not less than **\$2,000,000** per occurrence and aggregate, (iv) **Crime/Fidelity** of at least \$2,000,000, (v) excess liability of at least **\$2,000,000** and (vi) **automobile liability insurance** with not less than **\$2,000,000** limit covering the use of any owned, non-owned, and hired automobile in the rendering of any services to be provided under this Agreement. All insurance required under this paragraph shall be rated "A-X" or better by A.M. Best and, except with respect to E&O insurance shall be endorsed to include a waiver of subrogation in favor of The Neil Jones Food Company. The commercial general liability policy shall name The Neil Jones Food Company as an additional insured. Contractor shall provide The Neil Jones Food Company with an industry-standard certificate of insurance evidencing the coverages required by this paragraph at the time of execution of this Agreement and upon request by The Neil Jones Food Company at any time during the term of any business relationship between Contractor and The Neil Jones Food Company.

8/27/2018