

Capitol Encore Academy

126 Hay St, Fayetteville NC, 28301

&

Academic Facilities, LLC

7877 Stead St, Utica MI 48317

INDEMINIFICATION, HOLD HARMLESS AND INSURANCE AGREEMENT

A. INDEMINIFICATION AND HOLD HARMLESS

To the extent permitted by law,

_____ (“Lessee”)

agrees to defend, indemnify and hold harmless the Capitol Encore Academy and Academic Facilities, LLC, it's/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Lessee, in connection with performance of any work by Lessee, its officers, directors, agents, employees and subcontractors.

B. INSURANCE

- Lessee hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder in the amounts of \$1,000,000 per occurrence and will defend and hold harmless the Capitol Encore Academy and Academic Facilities, LLC, for personal injury, bodily injury and property damage.
- Said liability policies shall name the Capitol Encore Academy and Academic Facilities, LLC as additionally insured and shall be primary to any other insurance policies.

- Lessee will obtain and keep in force Workers Compensation insurance including Employees Liability to the full statutory limits.
- Lessee shall furnish to Capitol Encore Academy and Academic Facilities, LLC Certificates of Insurance evidencing that the aforesaid insurance coverage is in full force.

Lessee: _____

Signature: _____ Date: _____