

INSURANCE RIDER
(CONTRACTOR/SUBCONTRACTOR)

The terms and conditions of this Rider shall supersede and govern any inconsistent term found in other parts of the written agreement and other riders between the parties.

1. **Indemnity.** To the fullest extent permitted by law, the contractor shall defend and indemnify, and hold harmless, at the contractor's sole expense, the franchisee, (insert your company name), all entities the franchisee is required indemnify and hold harmless, McDonald's Corporation, McDonald's USA, LLC, the Owner of the property, _____ and the officers, directors, agents, employees, successors and assigns of each of them from and against all liability or claimed liability for bodily injury or death to any person(s), and for any and all property damage or economic damage, including all attorneys' fees, disbursements and related costs, arising out of or resulting from the contractor's and/or its subcontractor's Work under this Contract, its acts, omissions and/or operations and/or by anyone for whose acts the contractor may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties. This indemnity agreement shall survive the completion of the Work.

2. **Insurance.** The contractor shall procure and maintain until final acceptance of the Work, such insurance as will protect the franchisee, all entities the franchisee is required to indemnify and hold harmless, McDonald's Corporation, McDonald's USA, LLC, the Owner of the property and _____, and their officers, directors, agents and employees, for claims arising out of or resulting from contractor's Work, whether performed by the contractor, or by anyone directly or indirectly employed by contractor, or by anyone for whose acts contractor may be liable. Such insurance shall be provided by an insurance carrier rated "A-" or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed.
 - 2.1. The contractor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of the franchisee, all entities the franchisee is required to indemnify and hold harmless, McDonald's Corporation, McDonald's USA, LLC, the Owner and Lessee of the property and _____, (as set forth in the schedule below), and shall specifically include coverage for completed operations. The insurance required to be carried by the contractor and any Sub-Contractors shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of insurance specified hereunder, the franchisee's and Owner's insurances shall be excess to the contractor's insurance.
 - 2.2. The contractor warrants that the coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office Inc.'s form and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage or the indemnified parties (or others as required and as listed below) status as additional insured.
 - 2.3. P rior to commencement of the Work and until final acceptance of the Work, contractor shall provide franchisee with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below. The contractor shall provide indemnified parties with thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide Contractor thirty (30) days prior written notice of a change or cancellation in coverage.
 - 2.4. T he contractor shall maintain no less than the limits specified for each of the following insurance coverages:
 - a) Commercial General Liability using an industry standard unmodified coverage form

including contractual liability with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury;

- b) Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability;
- c) Workers' Compensation and disability benefit insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the Work is performed.

2.5. The contractor and its insurer shall waive all rights of subrogation against the indemnified parties, except as respects Worker's Compensation insurance.

2.6. If contractor engages a Subcontractor, it is the affirmative duty of the contractor to ensure that any Subcontractor complies with the insurance and indemnification requirements of this Agreement.

List of Indemnified Parties and Additional Insureds (your company), McDonald's Corporation, McDonald's USA, the landlord, if any

Acknowledged by:

Franchisee:

Contractor:

Signature:

Signature: _____

Name:

Name: _____

Title:

Title: _____

Date:

Date: