

AGREEMENT TO PROVIDE INSURANCE AND INDEMNIFICATION

This Agreement (herein after referred to as "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (herein referred to as "Service Provider"), and *Gebhart Holdings, Inc., Gebhart Investments, LLC; Metal Source, LLC; Metal Source Recycling, LLC; Wabash Property Management, LLC; Wabash Steel Supply, LLC; Wabash Trucking, LLC* (herein referred to as "*Gebhart Holdings*").

Whereas, it is the policy of *Gebhart Holdings* to contract with Service Providers to perform services for *Gebhart Holdings* only if the Service Provider agrees to provide insurance for the benefit of *Gebhart Holdings* and indemnification of *Gebhart Holdings*; and

Whereas, Service Provider wishes to perform the following services for *Gebhart Holdings*;

In consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. Service Provider and *Gebhart Holdings* agree as follows:

Insurance Requirements. During the period in which Service Provider provides services for *Gebhart Holdings*, Service Provider shall maintain, at a minimum, the amounts of insurance coverage listed below:

- (a) Workers Compensation in an amount equal to or greater than the statutory limits as required by the laws of the State of *IN* (for services provided within the State of *IN*)
- (b) Commercial General Liability or other comparable broad form general liability coverage which includes coverage for bodily injury, property damage, advertising and personal injury, products-completed operations, liquor liability, and contractual liability in the minimum amount of \$1,000,000 per occurrence. This policy shall include *Gebhart Holdings* as additional insured by specific endorsement to the Commercial General Liability Policy. Such insurance coverage for the additional insured shall be on a primary and non-contributory basis.
- (c) Automobile Liability in the minimum amount of \$1,000,000 combined single limit, if Service Provider owns motor vehicle(s) and the operation of its business involves the use of such motor vehicle(s).
- (d) Upon signature of this Agreement and thereafter no less frequently than annually so long as Service Provider continues performing services for *Gebhart Holdings*, Service Provider shall deliver to *Gebhart Holdings* proof of all the foregoing types and amounts of insurance by means of an authorized broker's or producer's Certificate of Insurance indicating the required coverages

Service Provider may meet the above-listed insurance requirements through separate, combination, or package policies if those policies meet the required limits and the required scope of coverage. *Gebhart Holdings* may upon prior review of umbrella and/or excess policies issued to Service Provider, accept policy limits of the same to meet the required limits and the required scope of coverage.

Service Provider shall disclose to *Gebhart Holdings* its full limits of all insurance policies on the required certificates of insurance described below, including any umbrella and/or excess liability policies.

Insurance coverage shall be procured from companies earning a minimum rating of A-X in Best's Reports. Policies evidencing the above coverage shall include *Gebhart Holdings* as additional insured. To the extent of the risks and liabilities assumed by Service Provider under this Agreement, all insurance policies of Service Provider in any way providing

coverage relating to the provision of the Services by Service Provider pursuant to this Agreement, will contain provisions that the insurance companies will have no right of recovery or subrogation, whether by loan receipt, equitable assignment, express or implied or otherwise, against **Gebhart Holdings**.

Service Provider shall deliver to **Gebhart Holdings**, at least ten (10) days before first providing services pursuant to this Agreement, a Certificate of Insurance showing such insurance to be in effect and providing that such insurance shall not be cancelled or changed in any material way except upon thirty (30) days prior written notice to **Gebhart Holdings**.

Subcontractors hired by Service Provider for the purpose of providing work on or about **Gebhart Holdings** premises or work for **Gebhart Holdings** on the premises of third parties shall be subject to all of the above insurance requirements applicable to Service Provider, including, but not limited to, the provision that **Gebhart Holdings** shall be named as additional insured on all policies. Such insurance coverage for the additional insured shall be on a primary and non-contributory basis. Service Provider shall not permit any such subcontractors to perform any services for or on the premises of **Gebhart Holdings** until first providing proof of compliance with this Agreement in the form of an authorized broker's or producer's Certificate of Insurance indicating the required coverages.

The insurance provisions contained herein are of the essence. Failure to maintain required insurance coverage whether by Service Provider or its subcontractors shall constitute a material breach of this Agreement, and shall give **Gebhart Holdings** the right to terminate forthwith this Agreement and any or all other contracts or agreements between Service Provider and **Gebhart Holdings** under which Service Provider has contracted or agreed to provide services for **Gebhart Holdings**, any provision in said other contract or agreement to the contrary notwithstanding. Service Provider expressly agrees that should **Gebhart Holdings** exercise this termination right, **Gebhart Holdings** shall not be held responsible for any incidental, consequential, special, or other resulting damages, whether physical or monetary, caused directly or indirectly by such termination.

Indemnification. Service Provider agrees to indemnify, hold harmless, and defend **Gebhart Holdings**, its managers, officers, directors, members, employees, agents, and consultants, from and against any and all claims, losses, damages, expenses, including but not limited to attorneys' fees and legal expenses, formal legal action and/or liability for bodily injury, including death; and from and against any and all claims, losses, damages, expenses, including but not limited to attorneys' fees and legal expenses, formal legal action and/or liability for property damage, of any third party or of Service Provider or its representatives, agents, employees, or servants, arising or purportedly arising from any acts and/or omissions, in whole or in part, of the Service Provider or its representatives, agents, employees, or servants while on the premises of **Gebhart Holdings** or while performing services for **Gebhart Holdings** whether or not on the premises of **Gebhart Holdings** pursuant to any agreement or contract, whether or not written, between Service Provider and **Gebhart Holdings**. Service Provider agrees to indemnify, hold harmless, and defend **Gebhart Holdings** its managers, officers, directors, members, employees, agents, and consultants, from and against all liability, damage, or expenses, including but not limited to attorneys' fees and legal expenses, arising or purportedly arising from any breach of any representation, warranty, or covenant in any agreement or contract between Service Provider and **Gebhart Holdings** or from the failure of Service Provider to pay any tax required of Service Provider due to its performance of its obligations under any agreement or contract between Service Provider and **Gebhart Holdings**. Service Provider's obligation to indemnify, hold harmless, and defend **Gebhart Holdings**, its managers, officers, directors, members, employees, agents, and consultants, shall survive the termination of this Agreement and any or all other contracts or agreements between Service Provider and **Gebhart Holdings**.

In the event any suit or other proceedings for any claims, losses, damages, expenses, formal legal action and/or liability for bodily injury, including death, and/or liability for property damage, covered by Service Provider's foregoing indemnity should be brought against Gebhart Holdings or any of its managers, officers, directors, members, employees, agents, and consultants, Service Provider hereby covenants and agrees to assume the defense thereof and defend the same at Service Provider's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by or obtained against Gebhart Holdings or any of its managers, officers, directors, members, employees, agents, and consultants in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of Gebhart Holdings in such suits or other proceedings, Service Provider shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

In witness whereof, the parties have signed this agreement on date first above written.

("Service Provider")

By:

Title

Gebhart Holdings
("Gebhart Holdings")

By:

Title:
