

Section 11. Insurance Requirements: The Subcontractor will maintain such insurance as will protect it and the Contractor from claims under Workmen's Compensation Acts and any other claims from property damage and claims for bodily injury, including death, which may arise from operations under this Subcontract, whether such operations be by itself or any of its Subcontractors or by anyone directly or indirectly employed by either of them. Minimum limits of coverage to be as follows:

Workmen's Compensation	Statutory Limits
Comprehensive General Liability (Including Contractual Coverage):	
Bodily Injury Limits	\$500,000.00
Property Damage Limits	\$250,000.00/\$500,000.00
*Comprehensive Automobile Liability (Including trucks):	
Bodily Injury Limits	\$500,000.00
Property Damage Limits	\$500,000.00

*Coverage must be provided for all Owned, Non-Owned and Hired Vehicles.

The Comprehensive General Liability shall expressly cover the contractual liability assumed by Subcontractor under Section 11 of this Subcontract.

Certificates of Insurance: The Subcontractor will submit to the Contractor two (2) copies of certificates showing verification of insurance, which certify that the insurance policies carried by him were in force before the work started. Certificates must also certify that these policies will not be cancelled during the period of construction - by adding an endorsement to the policies and certificates which reads substantially as follows:

"The policies herein referred to are not cancellable or subject to a reduction of coverage by the Insurer unless POINSETT CONSTRUCTION COMPANY has received 10 days written notice, as evidenced by return receipt of registered or certified letter."

The Subcontractor agrees to furnish the necessary evidence of insurance as outlined above within fifteen (15) days from date appearing on this document or prior to commencing work, whichever comes first. Failure by the Subcontractor to meet this requirement automatically gives the Contractor the right to acquire this coverage for the Subcontractor. All costs involved are to be borne by the Subcontractor, and Subcontractor further authorizes a backcharge in such amount.

Section 12. Indemnity Agreement: The Subcontractor covenants to indemnify and save harmless and exonerate the Contractor and the Owner of and from all liability, claims and demands for bodily injury and property damage arising out of the work undertaken by the Subcontractor, his employees, agents or his subcontractors, and arising out of any other operation no matter by whom performed for and on behalf of the Subcontractor.

Section 13. Bond Requirements: The Subcontractor agrees, if required by the Contractor, to furnish a performance bond and/or labor and material payment bond covering the faithful performance of this Subcontract and covering all costs of labor, materials, and rented or leased equipment involved in the performance of this Subcontract. Such bond shall be in an amount sufficient to cover the entire amount of this Subcontract as set forth in Section 2 and shall be signed by the Subcontractor and a licensed surety or bonding company engaged in business within the state in which the work is being done. Form and contents of such bond and the surety thereon shall be approved by Contractor. Cost of this bond will be borne by the Contractor.

Section 14. Conflicts: In case of conflict between the provisions of the Contract between the Owner and the Contractor and the provisions of this Subcontract, the provisions of this Subcontract shall prevail in any matter between the Contractor and Subcontractor.

Section 15. Assignment: The Subcontractor shall not employ any workman whose employment on the building or project is objected to by the Contractor, and will not sublet, assign or transfer this Subcontract without written approval of Contractor.

Section 16. Safety, Cleanliness: It is fully understood that the Subcontractor will be responsible for keeping its part of the job clean and will remove its trash from site in an orderly fashion subject to the approval of the Contractor and the Architect or Engineer. Should it become necessary for the Contractor to incur any expense performing cleanup work for the Subcontractor, such expense will become subject to deduction from Subcontractor's contract price. The Subcontractor agrees to comply with the rudiments of "Safe Practices" as outlined in AGC "Manual of Accident Prevention in Construction" and with all safety rules and practices for the project established by Owner and Contractor. The Subcontractor further agrees to comply with the provisions of the Occupational Safety and Health Act as amended by statute and supplemented by regulations and to be responsible for any citations received as a result of any type of non-compliance by Subcontractor, its agents, employees, materialmen and suppliers on the Project. If any citation results in a fine to Contractor due to fault of Subcontractor, such fine shall be backcharged to Subcontractor's account, and Subcontractor agrees to pay for same.

Section 17. Employment Practice: In connection with the performance of Work under this Subcontract, the Subcontractor agrees as follows:

- A. The Subcontractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, or national origin. The Subcontractor will take action to comply with The Equal Employment Opportunity Law (Pub. L. 88-352, Title VII, Section 703, July 2, 1964, 78 Stat. 255).
- B. The Subcontractor agrees to fully comply, when applicable, with the provisions of Title VII, Civil Rights Act of 1964 and, when applicable, to the provisions of Executive Order No. 11246 and all valid rules and regulations issued thereunder.
- C. In the event the Subcontractor does not comply with the nondiscriminatory clause of this Subcontract or with any of the said rules, regulations or orders, this Subcontract may be cancelled in whole or in part by the Contractor.

Section 18. Warranty: Subcontractor guarantees and warrants that all work and materials furnished by Subcontractor shall comply with the Contract Documents and shall be free of defects for a minimum of one year after completion and acceptance of the Project by the Owner and according to the guarantee provided for in the Contract Documents.

Section 19. Validity of Provisions: In the event any section, or any part or portion of any section of this Subcontract shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that section, or any other section hereof.

Section 20. Applicable Law: This Subcontract and the rights of the parties under this Subcontract shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina, and it is hereby agreed that this Subcontract shall be deemed to be executed in the State of South Carolina regardless of the actual place of signature or other act by the parties.

Section 21. Integration: This Subcontract embodies the entire Agreement between Contractor and Subcontractor. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no change, modifications or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their