

**SITE ENTRY AGREEMENT AND INDEMNITY**

OWNER \_\_\_\_\_

DATE \_\_\_\_\_

VISITOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PREMISES: \_\_\_\_\_

SUBJECT TO THE TERMS AND CONDITIONS HEREIN STATED AND AGREED TO BY THE ABOVE NAMED VISITOR, THE ABOVE NAMED "OWNER" DOES HEREBY GIVE PERMISSION TO VISITOR TO ENTER THE ABOVE NAMED PREMISES.

1. **INSURANCE.** VISITOR REPRESENTS AND WARRANTS THAT VISITOR HAS IN FORCE THE FOLLOWING INSURANCE COVERAGE:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE WITH MINIMUM LIMITS OF AT LEAST \$1,000,000 EACH OCCURRENCE.
- B. COMPREHENSIVE AUTOMOBILE LIABILITY WITH COMBINED BODILY INJURY AND PROPERTY DAMAGE LIMITS OF AT LEAST \$1,000,000. SUCH COVERAGE TO INCLUDE ALL OWNED, NON-OWNED, LEASED AND HIRED VEHICLES.
- C. OWNER IS TO BE NAMED AS AN ADDITIONAL INSURED ON A PRIMARY BASIS ON ALL POLICIES EXCEPT WORKERS COMPENSATION AND A CERTIFICATE OF INSURANCE WILL BE PROVIDED WITHIN 48 HOURS OF REQUEST BY OWNER. ALL CERTIFICATES OF INSURANCE WILL PROVIDE 30 DAYS NOTICE TO OWNER OF CANCELLATION OR NON-RENEWAL.
- D. WORKERS COMPENSATION INSURANCE COVERING ALL EMPLOYEES ON THE PREMISES, INCLUDING CORPORATE OFFICERS, PARTNERS, AND SOLE PROPRIETORS.
- E. THE VISITOR WAIVES ALL RIGHTS OF SUBROGATION AGAINST OWNER AND WILL HAVE ALL POLICIES ENDORSED SETTING FORTH THIS WAIVER OF SUBROGATION.

2. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, VISITOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES (INDIVIDUALLY OR COLLECTIVELY, "INDEMNITEE" FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PREMISES AND ANY ACTIVITIES OF THE VISITOR PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LIABILITY, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR PHYSICAL INJURY TO TANGIBLE PROPERTY INCLUDING LOSS OF USE OF THAT PROPERTY, OR LOSS OF USE OF TANGIBLE PROPERTY THAT IS NOT PHYSICALLY INJURED, AND CAUSED IN 10/1/10

WHOLE OR IN PART BY ANY ACTUAL OR ALLEGED ACT OR OMISSION OF THE VISITOR OR ANYONE DIRECTLY OR INDIRECTLY RETAINED OR ENGAGED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE; OR VIOLATION OF ANY STATUTORY DUTY, REGULATION, ORDINANCE, RULE OR OBLIGATION BY ANY INDEMNITEE PROVIDED THAT THE VIOLATION ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE ACTIVITIES OF THE VISITOR.

IN ANY AND ALL CLAIMS AGAINST OWNER OR ANY OF ITS AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF VISITOR OR ANYONE DIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, INSURANCE, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ANY VISITOR UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

3. **LIMITATION ON ENTRY** VISITOR'S RIGHTS TO ENTER ONTO THE SITE ARE SUBJECT TO CANCELLATION IF VISITOR DOES NOT PROVIDE EVIDENCE OF REQUIRED INSURANCE COVERAGE TO OWNER WITHIN 48 HOURS OF OWNER'S REQUEST.
  
4. **AUTHORIZATION** THE INDIVIDUAL SIGNING THIS SITE ENTRY AGREEMENT AND INDEMNITY FOR VISITOR IS AUTHORIZED TO SIGN THIS DOCUMENT ON BEHALF OF VISITOR (AND IF OWNER REQUESTS, WILL PROVIDE EVIDENCE OF SUCH AUTHORITY TO OWNER WITHIN 24 HOURS).
  - A. IT IS AGREED THAT ANY CLAUSE OF THE CONTRACT THAT IS FOUND TO BE VOID AND UNENFORCEABLE WILL NOT AFFECT THE ENFORCEABILITY OF ANY OF THE REMAINING PROVISIONS.

VISITOR:

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

OWNER:

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE