

**INDEMNIFICATION AGREEMENT FOR THE USE OF THE BRIESER  
CONSTRUCTION COMPANIES EQUIPMENT**

WHEREAS, The Brieser Construction Companies is using, or will cause to be used, certain items of equipment for its own use and convenience, in connection with work performed at the \_\_\_\_\_ job site, and

WHEREAS, \_\_\_\_\_, A subcontractor to The Brieser Construction Companies, desires to use such items of equipment, for performing certain work at said location;

NOW, THEREFORE, in consideration of the premises and of the undertakings of the subcontractor hereinafter stated, The Brieser Construction Companies hereby consents to said use by the subcontractor of such items of equipment as are listed below, at the convenience of The Brieser Construction Companies, subject to and on the following terms and conditions:

- a. That \_\_\_\_\_, subcontractor, agrees to indemnify and hold harmless The Brieser Construction Companies for any loss, damage and/or expense because of an injury to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation arising out of the existence, maintenance or use of such items of equipment by the subcontractor.
- b. That the subcontractor further agrees (1) to insure the liability assumed in paragraph (a) above, in a reliable and acceptable insurance company, and (2) to maintain insurance in such an insurance company, providing the subcontractor with Workmen's Compensation and Public Liability insurance on the operations of the subcontractor at the premises described above and will furnish to The Brieser Construction Companies certificates of insurance to that effect.
- c. That The Brieser Construction Companies will not and does not guarantee the safety or suitability of any of its items of equipment for the purposes of the subcontractor, nor does it agree to leave in place or to put in place any particular item of equipment at any particular time for another contractor's use. The Brieser Construction Companies makes no warranty or representation, express or implied, as to any matter whatsoever, including, without limitation, the condition of the items of equipment, its merchantability or its fitness for any particular purpose, and as The Brieser Construction Companies, the subcontractor uses the items of equipment "as is" except that The Brieser Construction Companies warrants that The Brieser Construction Companies will have, at the time of use hereunder of each item of equipment, title thereto.

In witness whereof, The Brieser Construction Companies and \_\_\_\_\_, subcontractor, have executed this instrument this \_\_\_ day of \_\_\_\_\_, (year)\_\_\_\_\_.

**For Brieser Construction:**

**For Subcontractor:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)