

**Exhibit B-1**

**SUBCONTRACT FOR PERFORMANCE OF WORK**

**CHERRY LOGISTICS CORPORATION**

**INSURANCE** – The subcontractor shall maintain during the progress of the Work, and if required to return during the warranty period, insurance with the minimum limits and coverages as shown below or, if higher, the requirements set forth in prime contract documents:

- (A) **WORKERS COMPENSATION** meeting the statutory requirements of the State in which the work is to be performed and containing Employers Liability insurance in an amount of \$500,000 for each insured limit. A **waiver of subrogation** in favor of **CHERRY LOGISTICS CORPORATION** shall be provided.
- (B) **COMMERCIAL GENERAL LIABILITY** insurance providing limits of \$1,000,000 each occurrence and \$2,000,000 aggregate (**Per Project**). The policy must include **CHERRY LOGISTICS CORPORATION** as an additional insured *and others if required in a prime contract*. Coverage provided for the additional insureds shall be on a **primary and noncontributory basis**. Coverage must include **premises/operations, independent contractors, products/completed operations and contractual liability**. Coverage shall be provided on the latest edition of ISO Form CG 0001 or equivalent (General Liability) and ISO Forms **CG 2010 10/01 and CG 2037 10/01 or equivalent (Additional Insured)**. All exclusionary endorsements attached to these forms must be indicated on the certificate of insurance. A **waiver of subrogation** in favor of **CHERRY LOGISTICS CORPORATION** shall be provided.
- (C) **COMMERCIAL AUTOMOBILE LIABILITY** insurance providing coverage on all owned, non-owned and hired vehicles with limits equal to (B) above. The policy must include **CHERRY LOGISTICS CORPORATION** as an additional insured *and others if required in a prime contract*.
- (D) **COMMERCIAL UMBRELLA LIABILITY** insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate providing excess coverage over (A), (B) and (C) above **including the additional insureds**.
- (E) A certificate of insurance, on an approved form, must be delivered to **CHERRY LOGISTICS CORPORATION** prior to commencing the work and must state that coverage will not be altered, cancelled or allowed to expire without **30 days written notice** to **CHERRY LOGISTICS CORPORATION**.
- (F) It is agreed that the subcontractor shall purchase and maintain property insurance for material and equipment used on the jobsite. It is further agreed that the subcontractor shall have **no recourse** or rights of subrogation for loss or damage to any such property from **CHERRY LOGISTICS CORPORATION** or any other party to the prime contract.
- (G) **Equivalent insurance coverage must be obtained from each of your subcontractors or suppliers**, if any, before permitting them on any job site. Otherwise, their protection must be included within your insurance policies.
- (H) It is understood and agreed that authorization is hereby granted to **CHERRY LOGISTICS CORPORATION** to withhold payments to the subcontractor until a properly executed certificate of insurance is delivered.
- (I) If performing **SNOW REMOVAL** it must state that on the certificate.
- (J) If performing **LANDSCAPING SERVICES** the Certificate of Insurance must state that the adequate **Herbicide/Pesticide** endorsement has been added to the General Liability policy and a **current applicators license** must be forwarded to Cherry Logistics and kept in force during the contract period.

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**Contractor Initials**