

On Subcontractor's Letterhead

Date: _____

To: _____ [Contractor]
_____ [Mailing Address]
_____ [City, State Zip]

Re: Massachusetts Workers' Compensation Coverage Affidavit
Attached To Certificate of CGL Insurance For _____ [Name of Subcontractor]

Dear Contractor:

1. This letter will serve as notice and warranty for your insurance certification and contract records that

_____ [Name of Subcontractor D/B/A]
_____ [Name of Subcontractor's Company]

as a subcontractor, hereinafter called "Subcontractor," having submitted a detailed quote for subcontract work and furnished all materials, tools and labor to complete the work undertaken as a subcontractor, formally acknowledges the existence a subcontract agreement, either written or unwritten, for:

_____ [Name of Project(s)]

between "Subcontractor" and the following contractor, hereinafter called "Contractor,":

_____ [Name of General Contractor]
_____ [Street Address/Post Office Box]
_____ [City, State and Zip]

2. "Subcontractor" is a "Sole Proprietorship/Partnership," and does not purchase Massachusetts workers' compensation coverage since an unincorporated legal entity with no employees, has no coverage, nor can coverage be purchased for a "Sole Proprietor/Partnership" with no employees, within the State of Massachusetts Workers' Compensation Plan.
3. "Subcontractor" certifies and warrants that "Subcontractor" has no employees that require workers' compensation coverage in Massachusetts or any other contract laborers that may be subject to The Workers' Compensation Laws of Massachusetts.
4. To the fullest extent permitted by law, The "Subcontractor" hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the "General Contractor", the "Owner" and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the "Subcontractor's Work" under this subcontract, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent or willful acts or omissions of the "Subcontractor", its employees, agents or subcontractors or anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable.
5. The Subcontractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the "General Contractor" against judgments suffered because of the "Subcontractor's Work" and to assume the cost of defending the "General Contractor" against claims as described in the foregoing paragraph.

Signed this _____ day of _____, 20_____.

[Attach] _____ [Name of
Subcontractor/Company]

[Business]

[Card Here] By: _____, Sole Proprietor/General Partner