



IDEMINIFICATION & HOLD HARMLESS AGREEMENT

This Agreement is made and entered into by U.S. Concrete, Inc. and its subsidiary **INSERT COMPANY NAME** (“Company”) and by **INSERT CONTRACTOR NAME** (“Contractor”).

Contractor covenants and agrees to fully defend, protect, hold harmless, and render whole the Company, its officers, directors, employees, agents, and insurers from and against any and every claim, demand or cause of action and any liability, costs and/or expense, (including, but not limited to, reasonable attorney’s fees and expenses incurred in defense of the Company, its officers, directors, employees and/or agents), for damage or loss in connection therewith which may be made or asserted by Contractor, Contractor’s officers, directors, employees and/or agents, and/or which may be made or asserted by any subcontractor, subcontractor’s officers, directors, employees and/or agents, which may be made or asserted by any third party or on account of personal injury or death or property damage including the property of the Contractor, subcontractor or third parties, caused by, arising out of, or in any way incidental to, or in connection with the performance or non-performance of work.

Company

By _____
(Signature)

Date _____

Contractor

By _____
(Signature)

Date _____