

Village of Croton-on-Hudson  
1 Van Wyck Street  
Croton-on-Hudson, NY 10520

**Minimum Insurance Requirements for Village of Croton-on-Hudson**

Prior to the start of any FILMING, the FILM COMPANY shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Croton-on-Hudson certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Film Company" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
  - A. Premises & Operations
  - B. Products/Completed Operations;
  - C. Independent Contractors;
  - D. Personal & Advertising Injury
  - E. Blanket Contractual Liability
  - F. XCU
  - G. Village of Croton-on-Hudson and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Croton-on-Hudson, assigns, officers, employees, representatives and agents.
  - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
  - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).

- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
  - A. Village of Croton-on-Hudson and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Croton-on-Hudson, assigns, Officers, employees, representatives and agents.
  - C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 5) Umbrella Liability, with limits of no less than \$5,000,000 Each Occurrence/\$5,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).

Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Croton-on-Hudson. Policies that lapse and/or expire during term of work shall be recertified and received by the Village of Croton-on-Hudson no less than thirty (30) days prior to expiration or cancellation.

The Film Company shall furnish to Village of Croton-on-Hudson Certificates of Insurance as evidence of coverage prior to commencement of work and naming Village of Croton-on-Hudson as an Additional Insured **by endorsement**. The Film Company acknowledges that failure to obtain such insurance on behalf of the Village of Croton-on-Hudson Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Croton-on-Hudson. The failure of the Village of Croton-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Croton-on-Hudson.