

**Village of Croton-on-Hudson
1 VanWyck Street
Croton-on-Hudson, NY 10520**

MINIMUM INSURANCE REQUIRED by VENDORS

Insurance Exhibit

The Vendor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Each Occurrence/\$2,000,000 Annual Aggregate and including a **Waiver of Subrogation in favor of the Village of Croton-on-Hudson.**

- a) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury, blanket contractual including injury to Vendors' employees.

Note: **Village of Croton-on-Hudson and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Village of Croton-on-Hudson and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured.**

- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Village of Croton-on-Hudson and their agents, officers, directors and employees shall be included as an additional insured on a primary, non-contributory basis.
 - d) Waiver of Subrogation in favor of the Village of Croton-on-Hudson
- 3) Workers' Compensation and Employers' Liability and N.Y.S. Disability, if applicable
 - a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - b) Waiver of Subrogation in favor of the Village of Croton-on-Hudson

Note: **ACORD form is not acceptable proof of workers compensation coverage; must provide C- 105.2 and Disability to be provided on DB-120.1**

- 4) Umbrella Liability, with limits of no less than \$1,000,000 Each Occurrence/\$1,000,000 Aggregate, including coverage for General Liability, Automobile & Workers Compensation.

- 5) Liquor Liability: (If applicable) if the vendor is serving alcohol, they shall provide proof of Liquor Liability with a limit of \$1,000,000 Each Occurrence and \$1,000,000 Annual Aggregate. Coverage may be provided by a current commercial insurance policy or by the purchase of a special One-Day Event policy.

Policies shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Village of Croton-on-Hudson. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Village of Croton-on-Hudson no less than 30 days prior to cancellation or renewal.

Vendor 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 Vendor is to provide the Village of Croton-on-Hudson with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. 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.

Village of Croton-on-Hudson

Indemnification and Hold Harmless Agreement

The Vendor shall protect, defend, indemnify, save and hold harmless, and exempt the Village of Croton-on-Hudson, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities in connection with or arising directly or indirectly out of this Contract and/or performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or actual violation of any statutes, ordinance, administrative order, law rule or regulations, but only to the extent resulting from the negligent acts, errors or omissions of Vendor or its officers, agents, servants or employees. The Vendor further agrees to investigate, handle, respond to, provide defense for, defend, and indemnify such any claims, etc., at its sole cost and expense and agrees to bear all the other costs and expenses related thereof. The Village reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Vendor at the Vendor's expense.

Vendor/Company Name: _____

Title: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

Please sign, date and return to:

**Village of Croton-on-Hudson
Village Clerk's Office
1 Van Wyck Street
Croton-on-Hudson, NY 10520**