

INSURANCE REQUIREMENTS / INDEMNIFICATION AGREEMENT

Vendor: _____

Event: East Rockaway Huckleberry Frolic, June 6th, 2026, Rain date: June 13th, 2026

Please note that all Contracts, Purchase Orders and/or change Orders issued to you from this date forward are deemed to include the following insurance requirements and indemnifications: Before commencing work, the Vendor shall procure and maintain insurance from companies admitted in the State of New York, at his own expense, until completion and acceptance of the work, with not less than the following limits and coverage's:

1. **Commercial General Liability** (occurrence form) with a limit of liability for bodily injury, personal injury and property damage of at least \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate. This limit requirement may be satisfied through a combination of primary and Umbrella Liability policies. Such Commercial General Liability coverages to include:
 - A. Premises/Operations coverage.
 - B. Independent Vendors coverage
 - C. Products/Completed Operations coverage
 - D. Blanket Contractual Liability of coverage.
 - E. Broad Form Property Damage coverage.
 - F. Personal Injury coverage.

Any special exclusions not found within the standard unendorsed Commercial General Liability Form CG 00 01 must be approved by **The Incorporated Village of East Rockaway**. Policy must contain Property Damage Liability coverage for explosion, collapse and underground hazards. The policy can not contain any exclusions pertaining to injury to employees of the Vendor or subcontractors of the Vendor.

2. **Comprehensive Automobile Liability**
This policy shall cover all owned, non-owned, leased and hired vehicles with a combined single limit for bodily injury and property damage of at least \$1,000,000.00 per occurrence. This limit requirement may be satisfied through a combination of primary Automobile and Umbrella policies.
3. **Workers Compensation and Employer's Liability**
This policy shall provide statutory Employers Liability coverage in the amount of \$1,000,000.00.

4. All insurance requirements provided under this agreement shall apply equally to all subcontractors employed by the Vendor. It is the obligation of the Vendor to be certain that all subcontractors comply.

5. **INDEMNIFICATION**

5A To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless **The Incorporated Village of East Rockaway** (as well as their respective shareholders, officers, directors and employees), from and against any and all claims, suits, actions, damages, losses, expenses, penalties, fines, costs and fees, including but not limited to attorney's fees arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, caused in whole or in part by any acts or omissions of the Vendor, anyone directly or indirectly employed by the Vendor, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which could otherwise exist as to a party or person described in this paragraph 5A.

5B. In claims against any person or entity indemnified under this paragraph 5 by an employee of the Vendor, anyone directly or indirectly employed by Vendor or anyone for whose acts they may be liable, the indemnification obligation under this paragraph 5 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Vendor under workers' or workmen's compensation acts, disability benefits acts or other employee acts.

7. **INSURANCE CERTIFICATES**

All policies shall be evidence by a Certificate of Insurance designating Owner/Landlord as certificate holder as well as additional insured and requiring 30 days prior written notice of cancellation. In addition, General Liability policy is to be endorsed to name **The Incorporated Village of East Rockaway** as additional insured on a primary basis on Form CG 20 37 10 01. In relation to Owner's/Landlord's own General Liability coverage, policies will be for Excess only and Non-Contributory to Vendor's insurance.

8. **COMPLIANCE**

Vendor agrees that strict compliance of the terms of this Insurance Requirement/ Indemnification Agreement shall be a condition precedent to Vendor's right to receive any payments for the Project.

This Agreement replaces all previous agreements signed with the Vendor. Please sign to indicate your acceptance and return the original of this agreement for our records.

VENDOR: _____

SIGNATURE/TITLE: _____ Date: _____