

Putnam Valley Central School District
171 Oscawana Lake Road, Putnam Valley, NY 10579

Hold Harmless Agreement (Facility Users)

The _____ does covenant and agree to defend, indemnify and save
(name of facility user)

harmless the **Putnam Valley Central School District** from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damages, to the extent permissible by law, arising out of or in any way connected with the actual or proposed use of the Putnam Valley Central School District property, facilities, and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of _____.

(name of facility user)

_____ understands and agrees that its use
(name of facility user)

of the Putnam Valley School District property and facilities includes, but is not limited to, all areas identified in the application and/or permit and any and all incidental areas.

INSURANCE AGREEMENT - USE OF FACILITIES

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the facility user hereby agrees to effectuate the naming of Putnam Valley Central School District as an additional insured on the user's insurance policies, except for Workers' Compensation and N.Y. State Disability Insurance.
2. The policy naming Putnam Valley Central School District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated A- or better insurer licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with Putnam Valley Central School District and may create significant vulnerability and costs for the District/BOCES.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the Putnam Valley Central School District, its Board, employees and volunteers with a waiver of subrogation in favor of the Putnam Valley Central School District.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to Putnam Valley Central School District for both on-going operations (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the Putnam Valley Central School District. A completed copy of the endorsements must be attached to the certificate of insurance.
3. The certificate of insurance must describe the services provided by the facility user that are covered by the liability policies.
4. The facility user agrees to indemnify the Putnam Valley Central School District for any applicable deductibles and/or self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
With no exclusions for Athletic Participants
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.
 - b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles, if applicable.
 - c. **Workers' Compensation and NYS Disability Insurance (for organizations with employees)**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Umbrella/Excess Insurance**

General Use

\$1,000,000 each occurrence and aggregate. Umbrella/excess coverage shall be on a follow-form basis over the required auto liability and general liability coverages.

Organized Athletic Activities and Athletic/Recreational Camps

\$5,000,000 each occurrence and aggregate. Umbrella/excess coverage shall be on a follow-form basis over the required auto liability and general liability coverages.

Carnivals and firework displays, etc.

\$10,000,000 each occurrence and aggregate. Umbrella/excess coverage shall be on a follow-form basis over the required auto liability and general liability coverages.

6. The facility user acknowledges that failure to obtain such insurance on behalf of the Putnam Valley Central School District constitutes a material breach of contract. The facility user is to provide the Putnam Valley Central

School District with a certificate of insurance, evidencing the above requirements have been met, prior to the event.

Indemnification

To the fullest extent permitted by law, _____ agrees to defend, indemnify and
(name of facility user)

hold harmless the **Putnam Valley Central School District**, as well as any other parties which the contractor is required under the contract documents to defend, indemnify and hold harmless, their agents, servants and employees, from and against any claim, cost, expense or liability (including costs and attorneys' fees incurred in enforcing this indemnity), attributed to bodily injury, sickness, disease or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from or occurring in connection with the performance of the work by the contractor, its subcontractors and suppliers or their agents, servants and employees whether or not caused in part by the active or passive negligence, partial negligence or other fault of the party indemnified hereunder; provided, however, the contractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of the party indemnified hereunder. The contractor's obligation shall not be limited by the provisions of any Workers' Compensation Law or similar Act.

The undersigned has read this agreement and agrees to abide by its terms and requirements.

Date	Name & Title
Name of Company	Signature
Address of Company	Telephone Number and Email

Date	Name & Title
Putnam Valley Central School District	Signature
171 Oscawana Lake Road, Putnam Valley, NY 10579	Telephone Number and Email