

APPENDIX A
INSURANCE REQUIREMENTS - USE OF FACILITIES

A. Commercial Users:

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

→ **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees (except as to workers' compensation insurance coverage) to either effectuate:

- (a) the naming of the County as an "additional insured as funding source for contract services" on the contractor's insurance policies, or
- (b) the inclusion of a contractual liability endorsement covering the Contractor's contract with the County.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VIII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County, its Board, employees and volunteers shall be listed as an additional insured on a primary and non-contributory additional insured on the insurer's policy. A copy of the actual additional insured endorsement with the certificate must be included.

X. The failure of the County to object to the contents of the certificate of insurance or the absence of it shall not be deemed a waiver of any rights and all rights held by the County.

B. Individuals:

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

↔ **Homeowners Insurance**

Liability: \$300,000.00 Limited Liability.

Policy shall not exclude the off-premises activities of the insured.

The hereinabove sections II through IX shall also apply.

C. Exceptions:

In the event that individuals or permittees are unable to obtain commercial general liability insurance or coverage under their homeowners insurance at a reasonable and cost effective rate, the County may waive the provision of insurance by the contractor however, in such a case, the contractor, to the full extent permitted by law, and notwithstanding any insurance requirements, shall indemnify, hold harmless and defend the County from and against any and all losses, claims, actions, demands, damages, liabilities or expenses, including, but not limited to, attorneys fees and all other costs of defense up and through appeal by reason of any liability whatsoever imposed by law or otherwise upon the County for damages to the person, property or any other kind in nature, sustained by any person or persons, including, but not limited to, the user, its officers, employees, agents, contractors or sub-contractors, guests and invitees, occurring during the term the users use the occupancy within or on any portion of the subject premises alleging directly or indirectly from the users use hereunder.