

**INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR –
AMUSEMENT AND ENTERTAINMENT VENDORS**

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VENDOR agrees to procure and maintain the following minimum insurance coverages naming the INCORPORATED VILLAGE OF VALLEY STREAM as a primary and non-contributory additional insured on all policies other than Workers Compensation and NYS Disability.

The insurance coverage limits set forth in the Schedule below are minimum coverage requirements, not limitations of liability. VENDOR is to give evidence of insurance coverage to INCORPORATED VILLAGE OF VALLEY STREAM on the Acord form Certificate of Insurance, copy of the Additional Insured Endorsements, C105.2 form or State Insurance Fund Certificate for Workers Compensation and DB120.1 Certificate for NYS Disability and provide 30 days' notice of cancellation, non-renewal or material change. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at the INCORPORATED VILLAGE OF VALLEY STREAM's discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder for all policies: INCORPORATED VILLAGE OF VALLEY STREAM
123 S. Central Avenue
Valley Stream, NY 11580

Description Box to read:

INCORPORATED VILLAGE OF VALLEY STREAM all respective elected and appointed officials, employees and volunteers are included as primary and non-contributory additional insureds for General Liability including products and completed operations and Contractual Liability, Automobile Liability and Excess Liability. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insured.

I. Workers Compensation and NYS Disability

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage Employers Liability – Unlimited Waiver of Subrogation in favor of Additional Insureds

II. Commercial General Liability

Coverage and Limits	Occurrence	
	General Aggregate	\$2,000,000
	Products & Completed Operations	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Per Occurrence Limit	\$1,000,000
	Damage to Premises Rented To You	\$ 100,000
	Medical Expense	\$ 5,000

Additional Insured

INCORPORATED VILLAGE OF VALLEY STREAM, all respective elected and appointed officials, employees and volunteers using ISO Form CG2026 or equivalent on a primary and non-contributory basis.

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- II. Commercial General Liability – Continued
Mandatory Extension Full Contractual Liability
- Endorsement showing that this policy is considered primary and non-contributory with INCORPORATED VILLAGE OF VALLEY STREAM
- Waiver of Subrogation is the favor of INCORPORATED VILLAGE OF VALLEY STREAM
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- III. Automobile Insurance
Limit \$1,000,000 Combined Single Limit
- Additional Insured INCORPORATED VILLAGE OF VALLEY STREAM
and all respective elected and appointed officials, employees and volunteers.
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- IV. Umbrella Liability
Coverage Umbrella Form of Excess Liability of primary general liability
and auto liability
- Limit \$1,000,000
- For Fireworks and Amusement Ride Vendors:**
Mandatory Minimum Limit: \$5,000,000
- Additional Insured INCORPORATED VILLAGE OF VALLEY STREAM, all
respective elected and appointed officials, employees and volunteers
on a primary and non-contributory basis on a primary and non-contributory basis.

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HOLD HARMLESS AGREEMENT

_____ (VENDOR) shall indemnify, hold harmless and defend the INCORPORATED VILLAGE OF VALLEY STREAM, and all respective officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor or its subcontractors and/or agents, for any liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the INCORPORATED VILLAGE OF VALLEY STREAM, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the INCORPORATED VILLAGE OF VALLEY STREAM. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

In any and all claims against INCORPORATED VILLAGE OF VALLEY STREAM, their elected and appointed officials, employees and volunteers or any of its agents or employees by any employee of the _____ (VENDOR) and/or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the contractor or their sub-contractor under Workers Compensation acts, disability acts, or other employee benefit acts.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

In witness whereof, the undersigns has executed this agreement the ____ day of _____, 2____.

Name and Address of Vendor:

Signature

Print name and title

Witness:

Signature

Print Name and Title