**Sample Insurance Requirements and Indemnification language (Non-Professional Vendor)**

Vendor shall indemnify, defend, and hold harmless the District, and its officers, employees, and agents, from and against **any and all** causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys’ fees and costs of litigation (“claims”), **arising out of the Vendor’s performance** of its obligations under this agreement or out of the operations conducted by Vendor, **except for such loss or damage arising from the sole negligence or willful misconduct of the District**.

**Coverage & Limits**.

Vendor shall indemnify, defend, and hold harmless the District, and its officers, employees, and agents , from and against **any and all** causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys’ fees and costs of litigation (“claims”), **arising out of the Vendor’s performance** of its obligations under this agreement or out of the operations conducted by Vendor, **except for such loss or damage arising from the sole negligence or willful misconduct of the Agency**.

The insurance requirements under this Agreement shall be ***the greater*** of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor.

**Commercial General Liability:**

* Commercial General Liability with $1,000,000 per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability, Products Liability, Completed Operations.
* District, its officers, officials, employees and representatives to be named as additional insured (endorsement).
* Contractor’s insurance to be primary and non-contributory.
* 30-day notice of intent to cancel, non-renew, or make material change in coverage.
* Executed Indemnity and Hold Harmless Agreement.

**Automobile Liability:**

* $1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
* Coverage to include “Owned, Non-Owned, and Hired” automobiles.
* District, its officers, officials, employees and representatives to be named as additional insured.
* 30-day notice of intent to cancel, non-renew, or make material change in coverage.

**Workers’ Compensation/Employer’s Liability:**

* Certificate of Insurance indicating “statutory” limits.
* Employer’s Liability with limits of not less than $1,000,000 per accident for bodily injury or disease.
* 30-day notice of intent to cancel, non-renew, or make material change in coverage.
* Waiver of Subrogation in favor of District(endorsement)

**Primary & Non-contributory**. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District before the District’s own insurance or self-insurance shall be called upon to protect it as a named insured.

**Severability of Interests (Cross-Liability**). A severability of interest provision must apply for all the Additional Insureds, ensuring that Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.

*I would like to emphasize that the sample coverage terms set forth is from an insurance/risk management perspective and is NOT legal advice.*