

TOWN OF CANTON

Subcontractor/Vendor: _____

Insurance & Indemnification

This agreement becomes part of the subcontract and/or purchase order for which the subcontractor/vendor is performing services for the Town of Canton any time during the period July 1, 2016 through July 1, 2017.

Subcontractor/Vendor shall maintain Workers Compensation, General Liability, Automobile and Umbrella insurance for the minimum amount required or as outlined below, whichever limits and coverage are higher. Insurance coverage and Certificates of Insurance shall be provided and include Town of Canton as an additional insured on a primary and non-contributory basis under the General Liability & Umbrella policies. The Workers Compensation shall include a waiver of subrogation in favor of Town of Canton.

Minimum required insurance limits (coverage written on an occurrence basis):

Commercial General Liability

- \$ 2,000,000 Products / Completed Operations Aggregate Limit
- \$ 2,000,000 General Aggregate (Other Than Products / Completed Operations)
- \$ 1,000,000 Any One Occurrence
- \$ 1,000,000 Personal & Advertising Injury

Automobile Liability (All Owned, Non-Owned & Hired Autos)

- \$1,000,000 Each Accident (Combined Single Limit)

Commercial Umbrella

- \$ 1,000,000 Products / Completed Operations
- \$ 1,000,000 General Aggregate
- \$ 1,000,000 Any One Occurrence

Employers Liability

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

To the fullest extent permitted by law, the Subcontractor hereby acknowledges and agrees that it shall indemnify, hold harmless and defend Town of Canton, the Owner, Architect and Engineer and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to, attorney fees, arising out of or resulting from the performance of the Subcontractors / Vendors Work, provided that any such claim, damage, or loss or expense (1) is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the Subcontractor / Vendor, its employees, agents or sub-subcontractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

The Subcontractor / Vendor hereby acknowledges its obligation under the forgoing paragraph to indemnify the Town of Canton against judgments suffered because of the Subcontractors / Vendors Work and to assume the cost of defending the Town of Canton or against claims as described in the forgoing paragraph.

THE SUBCONTRACTOR/VENDOR MUST FURNISH TOWN OF CANTON WITH A SIGNED AGREEMENT & VALID CERTIFICATE OF INSURANCE before entering the worksite / jobsite.

Town of Canton

Subcontractor/Vendor: _____

Address _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____