**FOOD VENDOR – FV1A**

**STANDARD HOLD HARMLESS & INDEMNIFICATION CLAUSE,**

**AND INSURANCE REQUIREMENTS FORM**

1. **STANDARD HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

To the extent caused by Food Vendor’s negligent acts, errors, or omissions, the Food Vendor agrees to hold harmless and indemnify the City of Bowling Green, its elected and appointed officials and officers, employees and agents (“City”) from all liability, claims, damages, losses and expenses, including court costs and attorneys’ fees, arising out of or resulting, directly or indirectly, from the Food Vendor’s (or Food Vendor’s subcontractor’s) performance or breach of the contract. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**II. INSURANCE**

**The Food Vendor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and copies of policies or certificates thereof are submitted and approved by the City of Bowling Green’s Human Resources & Risk Management Department.** *The Food Vendor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Food Vendor evidencing proof of coverage.*

Prior to commencing work, the Food Vendor shall maintain continuous liability coverage written on an occurrence basis or, if a claims made basis, with an extended coverage provision (ERP) option of not less than three years. Coverage will be provided through insurance companies licensed to do business in the State of Kentucky with a Best Rating of A- or better.

Without limiting Food Vendor indemnification requirements, it is agreed that Food Vendor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations and require subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the City of Bowling Green. The City of Bowling Green may require Food Vendor to supply proof of subcontractor’s insurance via Certificate of Insurance, or at City of Bowling Green’s option, actual copies of policies.

**The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:**

**1. COMMERCIAL GEN­ERAL LIABILITY – Including bodily injury and property damage combined at a minimum of $1,000,000** for each occurrence; personal and advertising injury of $1,000,000 any one person or organization and **$1,000,000 in the aggregate**.

**2. AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

**3. Workers' Compensation** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits.

**Commercial General Liability & Auto Liability policies shall be endorsed to contain the following provisions:**

a) “The City of Bowling Green, its elected and appointed officials, employees, agents and successors and volunteers are named “Additional Insured”. The coverage shall contain no special limitations on the scope of protection afforded to the “City” and may not include terms which make the coverage excess to other insurance on which the “City” may also qualify as an additional insured.

b) The insurance coverage for the Food Vendor entering into a contract shall be on a primary and non-contributory basis for liability arising out of activities performed by or on behalf of the Food Vendor entering into this contract for service including the insured’s general supervision of the premises owned, occupied or used by the Food Vendor entering into this contract and ongoing operations as well as completed operations and work performed by Food Vendor. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, agents and successors and volunteers shall be excess of the Food Vendor’s insurance coverage.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, employees, agents and successors and volunteers.

**All Coverage**

a) Each insurance policy carrier shall endeavor to provide written notice if the policy is suspended, voided, canceled, non-renewed, reduced in coverage or in limits.  Lessee is required to provide 15 day advance written notice to the Lessor if the policy is to be suspended, voided, canceled, non-renewed, reduced in coverage or in limits.

b) Any deductibles or self-insured retentions must be declared to and approved by the City.

c) Certificates of Insurance (COI) as required above shall be fur­nished to**Jennifer Edwards via email *(jennifer.edwards@bgky.org*).**

###### **Registration**

#### So that the City may contact you or your insurance agent, please provide the following information:

#### PLEASE PRINT CLEARLY

**Food Vendor Company Name:**

**First and Last Name of Food Vendor Contact:**

**E-Mail Address: Phone #**

**Address:**

**City Employee Contact:**

**Insurance Company/Agent Information\***

**Food Vendor’s Insurance Company Name:**

**Food Vendor’s Insurance Agent Name:**

**Agent’s E-Mail Address: Phone #:**

**Agent’s Address:**

## **Additional Insurance Company/Agent Information\***

## **(I*f more than one Company/Agent for the requested coverage*)\***

**Food Vendor’s Insurance Company Name:**

**Food Vendor’s Insurance Agent Name:**

**Agent’s E-Mail Address: Phone #:**

**Agent’s Address:**

***\*If Insurance Agent Information is not provided, The City will contact the Food Vendor***

**Miscellaneous**

Approval of the insurance by the City of Bowling Green shall not in any way relieve or decrease the liability of the Food Vendor hereunder. It is expressly understood that the City of Bowling Green does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the in­terest or liabilities of the Food Vendor. The City shall not be obligated to review such insurance certificates, policies and endorsements, or to advise Food Vendor of any deficiencies in such documents, and such receipt shall not relieve the Food Vendor from or be deemed a waiver of the City’s right to insist on strict fulfillment of Food Vendor’s obligations herein.

**OSHA/EPA Regulatory Compliance**

The Food Vendor entering into a contract agrees to comply with all applicable Federal and State OSHA/EPA laws, rules and regulations. The Food Vendor entering into the contract shall have a safety policy based upon applicable regulatory standards, a copy of which may be obtained by the City Safety/Training Manager.

**Authorized Food Vendor Signature: Date:**

*It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Food Vendor to be an officer or official of the City of Bowling Green. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.*