

In consideration of the Town of Clinton (the “Town”) temporarily closing a portion of Schultzville Road, the Company/Producer (full legal name and address listed below) agrees to procure and maintain the following minimum insurance coverages naming the Town 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 schedule below are minimum coverage requirements, not limitations of liability. The Company/Producer is to give evidence of insurance coverage to the Town on **the form of Certificates of Insurance, copy of the Additional Insured Endorsements, C105.1 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 Town’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: Town of Clinton
1215 Centre Road
Rhinebeck, NY 12572**

Description Box to read:

Town of Clinton, all 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

II. Commercial General Liability

Coverage and Limits	Occurrence - 1988 ISO or equivalent
	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 Rented Premises \$1,000,000
	Medical Expense \$ 5,000

Additional Insured	Town of Clinton, all elected and appointed officials, employees and volunteers of the Town of Clinton using ISO Form CG2026 or equivalent including Products and Completed Operations on a primary and non-contributory basis.
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II. Commercial General Liability – Continued:

Extensions – Mandatory

- Contractual Liability per the definition of “insured contract” as defined in form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- Endorsement showing that this policy is considered primary and non-contributory.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation is the favor of the Additional Insured.

III. Automobile Insurance
Limit

\$1,000,000. Combined Single Limit

Additional Insured

Town of Clinton, all elected and appointed officials, employees and volunteers of the Town of Clinton on a primary and non-contributory basis.

Endorsement showing that this policy is considered primary and non-contributory

IV. Umbrella Liability
Coverage

Umbrella Form, or Excess Follow Form of primary general liability and automobile liability

Limit

\$10,000,000.

Additional Insured

Town of Clinton, all elected and appointed officials, employees and volunteers of the Town of Clinton on a primary and non-contributory basis

Indemnification:

Notwithstanding the obligation of the Company/Producer to provide and maintain insurance, the Company/Producer and their sub-contractors to the fullest extent permitted by law agrees to hold harmless, defend and indemnify the Town of Clinton, all elected and appointed officials, trustees, agents, employees and volunteers, from and against any claims, expense, liability, cost, judgment or payment for damages of any kind or nature (including but not limited to all fees and charges of attorneys and other professionals and all Court or arbitration or other dispute resolution costs) arising out from any act or omission by Company/Producer in filming within the Town but shall not include claims resulting from the gross negligence or willful misconduct of the Incorporated Town of Clinton. 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.

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 undersigned has duly executed this Agreement the _ day of ____
20____.

Name of Company/Producer

Address

Signature

(Please Print Name and Title)

Town of Clinton

Signature

Date
