

## HOLD HARMLESS AGREEMENT

### FOR PTA FUND RAISING VENDORS/CONCESSIONAIRES/SERVICE PROVIDERS

#### Insurance Requirements:

- (a) Workers' Compensation Insurance. Required if you have employees engaged in the performance of work under the agreement.
- (b) Comprehensive General Liability, Required \$1,000,000 Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and includes Bodily Injury, Property Damage and Personal Injury. Food vendors are required to have \$1,000,000 Products Liability.
- (c) Automobile Liability Insurance. Required only if you are providing transportation (e.g., limousine or bus service) at PTA event. \$1,000,000 limit required.

If you (vendor/concessionaire/service provider) fall under (b) or (c), a Certificate of Insurance showing policy limits and an endorsement to the policy **MUST** be submitted with your contract.

#### **Contract containing the following language MUST be added to the above policies (b) and (c) as an Additional Insured:**

The Maryland Congress of Parents & Teachers, (Maryland PTA) including all units and councils, and all their officers, directors, members and volunteers. The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance available to PTA and

\_\_\_\_\_  
(Name of vendor/concessionaire/service provider)

I/We \_\_\_\_\_(vendor/concessionaire/ service provider) agree(s) to defend and to indemnify and hold harmless, the Maryland Congress of Parents and Teachers, (Maryland PTA) including all units, councils and all of their officers, directors, members and volunteers, but only with respect to liability for bodily injury or property damage or personal and advertising injury caused, in whole or in part, by my/our acts or omissions or the acts or omissions of those acting on my/our behalf:

- A. In the performance of my/our operations; or
- B. In connection with my/our premises rented to you; or
- C. In the sale or distribution of my/our products.

**NOTE:** The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any PTA unit that is part of Maryland State PTA.

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
(Vendor/Concessionaire/Service Provider)

NAME OF ENTITY: \_\_\_\_\_ TITLE: \_\_\_\_\_

Name of Witness \_\_\_\_\_ Witness Signature \_\_\_\_\_

**NOTE:** Failure of Vendor/Concessionaire/Service Provider to keep the required insurance policies in full force and effect during the work covered by this agreement shall constitute a breach of this agreement. In the event of a breach, the PTA shall have the right but not the duty to procure insurance covering the vendor for the period of this agreement. The cost of this insurance will be deducted by the PTA from the proceeds due to the Vendor/Concessionaire/Service Provider.

# CERTIFICATE OF LIABILITY INSURANCE

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> <b>Insurance Producer</b> <b>Address</b>	<b>CONTACT NAME:</b> Insurance Agent <b>PHONE (A/C, No, Ext):</b> 888-888-8888 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
<b>INSURED</b> <b>Vendor's Name</b> <b>Address</b>	<b>INSURER A : Insurance Company</b> <b>INSURER B : Insurance Company</b> <b>INSURER C : Insurance Company</b>  <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
<b>A</b>	<b>GENERAL LIABILITY</b>		<input checked="" type="checkbox"/>	<b>Policy #</b>	<b>Dates</b>	<b>Dates</b>	EACH OCCURRENCE <b>\$1,000,000</b>			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b>			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) <b>\$10,000</b>			
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY <b>\$1,000,000</b>		
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE <b>\$2,000,000</b>			
				PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>			\$			
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>			<b>Policy #</b>	<b>Dates</b>	<b>Dates</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$ 1,000,000</b>			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS						\$			
<input type="checkbox"/> NON-OWNED AUTOS			\$			\$				
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$			
	<b>EXCESS LIAB</b>						AGGREGATE \$			
	DEDUCTIBLE						\$			
	RETENTION \$						\$			
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>Policy</b>	<b>Dates</b>	<b>Dates</b>	<input type="checkbox"/> Y / <input type="checkbox"/> N			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> N/A	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT <b>\$100,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE <b>\$500,000</b>
										E.L. DISEASE - POLICY LIMIT <b>\$100,000</b>

# SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  <b>Maryland State PTA</b> <b>Unit Name &amp; Address</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p><b>Any person or organization that you are required to add as an additional insured to this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization</b></p> <p><b>The Maryland Congress of Parents &amp; Teachers, Maryland PTA, including all units, councils, and all their officers, directors, members, and volunteers.</b></p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.