

TOWN OF OSWEGO

2320 County Route 7 Oswego, New York 13126

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Supervisor Richard E. Kaulfuss

Town Board Members: Greg Herrmann, Margaret Mahaney, Victoria Mullen, Richard Tesoriero

Attorney to the Board: Kevin C. Caraccioli

INSURANCE, INDEMNIFICATION AND SAFETY AGREEMENT

(**CONTRACTOR BUSINESS NAME HERE**) (hereinafter referred to as Contractor), hereby acknowledges that they will be rendering certain services for the Town of Oswego (hereinafter referred to as Municipality), briefly described as follows:

INSURANCE

Contractor shall purchase and maintain the following insurance coverages and limits of liability:

1. Commercial General Liability at \$1,000,000 per occurrence/ \$2,000,000 aggregate.
2. Business Automobile Liability at \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
3. Statutory Worker Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees.

Municipality is to be added as Additional Insured on a primary and non-contributory basis under 1 above. A certificate of insurance evidencing these coverages and limits must be provided before your work commences. No payments will be made until the certificates are received in the form prescribed.

Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Municipality. The insurance requirements set out above are independent from all other obligations of the Contractor under this agreement.

The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also NYMIR, as the Municipality's insurer.

Below Indemnification and Safety Agreement must also be signed and returned before work commences.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor will indemnify and hold harmless the Municipality, their board, representatives, agents, employees, and volunteers from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor or their Subcontractor, its officers directors, agents, employees and Subcontractors, in connection with the performance of any work by or for Contractor pursuant to any contract, Purchase Order and/or related Proceed Order, except those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of the Municipality. Contractor will defend and bear all costs of defending any actions or proceedings brought against the Municipality, their board, agents, employees, and volunteer, arising in whole or in part out of any such acts, omission, breach or default. The foregoing indemnity shall include injury or death of any employee of the Contractor or their Subcontractor and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act. Contractor further agrees to waive

any rights of subrogation – including Workers' Compensation – against the Municipality.

The Contractor hereby expressly permits the Municipality to pursue and assert claims against the Contractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

SAFETY

Contractor and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including the Federal Occupational Safety and Health Administration. Safety of the Contractor's employees, whether or not in common work areas, is the responsibility of the Contractor. Contractor agrees to instruct all its employees to inform Municipality immediately of any unsafe conditions or practices whether or not in common work areas. Contractor shall indemnify Municipality for fines, penalties, and corrective measures that result from acts of commission or omission by Contractor, his agent, employees and assigns, in failure to comply with such safety rules, regulations, accident prevention and safety program of Municipality. Establishment of a safety program by Municipality shall not relieve Contractor of its safety responsibilities.

PLEASE NOTIFY YOUR INSURANCE COMPANY OF THIS AGREEMENT.

This agreement is entered into between:

Municipality: **(Town of Oswego)**

By: _____
Authorized Signature

Date: _____

Contractor: **(Contractor Name Here)**

By: _____
Authorized Signature

Date: _____

Reviewed/no revisions 3.13.2018