

## TOWN OF VOLUNTOWN HOLD HARMLESS AGREEMENT POLICY

### **I. Purpose**

This policy establishes guidelines for use by the Town of Voluntown, its departments, boards, commissions, appointed and elected officials and employees, of the Town of Voluntown Hold Harmless Agreement document and requirements (see attached).

The intended purpose behind establishing the Hold Harmless Agreement Policy is to ensure that the Town of Voluntown is receiving insurance information (when applicable) and a hold harmless agreement from every individual, business, and nonprofit who performs services for the Town, and any individual or business who is hosting event on Town property, or selling or providing food at Town sponsored event or on Town property. This information is required to protect the Town in the case of an event that could lead to litigation.

The term 'Vendor' in the 'Services Agreement' (see attached) means any individual or business who is performing a service for the Town, as well as any business or individual who is selling or providing food or goods at an event.

Certificate of Insurance is referred to as COI in this policy.

### **II. General Policy**

A. Every individual, business, and nonprofit who is contracted or who volunteers to perform a service for the Town, must fill out and return a Town of Voluntown Hold Harmless Agreement. All businesses must provide a COI naming the Town of Voluntown as Additionally Insured. An individual's and nonprofit's insurance may be waived at the discretion of the First Selectman.

B. Every individual, business and nonprofit who is using Town owned property to host an event is required to fill out and return a Town of Voluntown Hold Harmless Agreement. All businesses must provide a COI naming the Town of Voluntown as Additionally Insured. An individual's and nonprofit's insurance may be waived at the discretion of the First Selectman.

C. Every individual, business, and nonprofit who is selling or providing goods, including consumable goods, at a special event that is held on Town property, or that is sponsored by a town department, board, commission, appointed or elected official or employee, is required to fill out and return a Town of Voluntown Hold Harmless Agreement. All businesses must provide a COI naming the Town of Voluntown as Additionally Insured. An individual or nonprofit who is selling or providing consumable goods or personal care products must provide a COI naming the Town of Voluntown as additionally insured. Individual or nonprofit insurance may be waived by the First Selectman.

D. If an individual, business or nonprofit is selling goods that can be deemed a liability to the Town, insurance requirements will not be waived.

E. It is the responsibility of the department, board, commission, appointed or elected official, or employee of the Town who is overseeing the service, or hosting or sponsoring the event to make sure all Town of Voluntown Hold Harmless Agreements and COIs are turned into the Selectmen's Office at least 10 days prior to the scheduled event or service date.

F. Completed Town of Voluntown Hold Harmless Agreements and COIs may be handed in, mailed, or emailed to the Selectmen's Office where Town of Voluntown Hold Harmless Agreements will be reviewed, and if approved, signed by the First Selectman.

G. When Town of Voluntown Hold Harmless Agreements are used for town sponsored special events, a contact person in charge of the event must be named to the Selectmen's Office. This contact person will be notified when Town of Voluntown Hold Harmless Agreements and COIs are completed and approved.

H. All Town of Voluntown Hold Harmless Agreements and COIs will be kept on file by the Selectmen's Office for one year. Blanket COIs will be valid for one year.

I. If a Vendor has a valid blanket COI on file, there is no need for this Vendor to turn in a new COI, for a different event. It is up to the event contact person to confirm with the Selectmen's Office that the Vendor does in fact have a valid blanket COI on file.

Amended at 7/28/20 BOS meeting.

**TOWN OF VOLUNTOWN  
HOLD HARMLESS AGREEMENT**

Filling out as a (check one): \_\_\_\_\_ Vendor (Event) \_\_\_\_\_ Vendor (Contractor) \_\_\_\_\_ Event Host

This **HOLD HARMLESS AGREEMENT** (“Agreement”) is between \_\_\_\_\_ (Individual or business name) located at \_\_\_\_\_ (address) and its affiliates, with its corporate headquarters at \_\_\_\_\_ and effective \_\_\_\_\_ (“Date of Event”).

1. **DESCRIPTION OF USE:**
  
2. **TIMELINE DESCRIPTION (include time needed for set up and clean up):**
  
3. **TERM AND TERMINATION. This Agreement is valid Date of Event only, unless otherwise specified. Please note; if the Vendor or Event Host submits a blanket certificate of insurance, that certificate of insurance is valid for one year, and the Agreement is valid until COI expires.**

4. **FEES & PAYMENT:**

The making of any payments by us, or receipt thereof by Vendor or Event Host, shall not be evidence of our acceptance of additional terms set forth in the invoice or our waiver of any warranties or requirements hereunder. We expressly reject any terms contained in any of Vendor’s invoices.

5. **WARRANTIES.**

- a. **Infringement.** Vendor or Event Host warrants that the Services and Deliverables, if any, provided hereunder will not infringe on any third party’s intellectual property rights.
- b. **Authority.** Each party warrants that: (i) they have the power and authority to enter into and perform this Agreement; (ii) the Agreement will be a legally valid and binding obligation enforceable against either party; and
- c. (iii) there are no pending or threatened litigation actions, claims or proceedings that would materially impact their ability to perform hereunder.
- d. **Performance.** Vendor warrants that it will perform its obligations in a timely, workmanlike manner, in accordance with industry best practices and agreed specifications.
- e. **Compliance with Laws.** Vendor or Event Host warrants that neither its execution of this Agreement nor its performance of the Services violate any applicable law (including without limitation, privacy, import, export, currency control, labor, hazardous materials, safety and environmental laws, rules and regulations), or any contract between Vendor and any other person or entity. Each party warrants that it shall comply with all applicable federal, state and local laws and regulations.
- f. **Insurance.** Vendor or Event Host warrants that it will maintain insurance in accordance with the requirements contained in Exhibit A (attached), hereto, for the

entire time this Agreement remains effective. All businesses must have insurance. Any Vendor individual who is selling human or animal food or drink or personal care products must have insurance per town policy.

- g. **Information.** We shall provide Vendor or Event Host with information necessary to perform the Services, and reasonable access to personnel and other reasonable assistance required. We warrant that to the best of our knowledge all information provided hereunder will be accurate and complete in all material respects.
- h. **Personnel.** Vendor or Event Host warrants that it will retain qualified personnel and provide any training, tools, supplies or other resources necessary to perform the Services. Vendor will ensure that its employees at all times observe our security policies and, when performing Services on our premises, our workplace policies. Vendor represents that it shall only assign personnel that are legally eligible to work, and that all assignments shall be in compliance with applicable equal opportunity laws, all of which Vendor shall certify if we request.
- i. **Registration.** Vendor warrants that it is registered with all necessary state regulatory authorities and, upon demand, shall provide proof of such registration to us.
- j. **COVID-19/Pandemic Executive Orders.** Vendor or Event Host is responsible for making sure all state and town pandemic executive orders are being complied with (themselves, those working with or for them, and those in attendance if an Event Host).

**INDEMNIFICATION.** To the fullest extent permitted by law, Vendor, or Event Host, shall indemnify, defend, and hold The Town of Voluntown and our respective officials, commissioners, employees, volunteers and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the Vendor or any of Vendor's subcontractors of this Services Agreement, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Vendor or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of Vendor, and shall not be limited in any way by any limitation on the amount of or type of damages, compensation or benefits payable by or for the Vendor under any workers compensation acts, disability benefits acts or other employee benefits acts. Covid-19/Pandemic: The Town of Voluntown it's staff and volunteers will not be held responsible for claims of injury or illness do to COVID-19 or any other illness deemed pandemic level.

**6. ACCESS TO PREMISES:**

We make no representations with respect to the physical conditions or safety of our premises. Vendor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Services and all property and persons which may be affected by its operations in performing the Services.

7. **INDEPENDENT CONTRACTOR; EMPLOYEES.** Each party is an independent contractor and not the other's agent, partner, fiduciary or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or assume or create any obligation on the other's behalf.

8. **NOTICES.** Any notices specified herein shall be in writing and deemed given or made if delivered: (a) by personal delivery with signed receipt; (b) by reputable courier with signature required; (c) by United States registered or certified mail, postage prepaid, return receipt requested. Notices shall be delivered to the parties at the addresses set forth above or as otherwise designated in writing. The parties agree that general operational communications may be transmitted via e-mail or facsimile between the parties' authorized business contacts.

9. **LIMITATION ON DAMAGES.** EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE HEREUNDER TO CLAIM OR RECOVER PUNITIVE DAMAGES. Neither party shall be liable for indirect, special or consequential damages arising out of or relating to this Agreement, except where such damages arise out of or relate to the party's intentional, reckless, or grossly negligent acts or omissions.

10. **AGREEMENT.** This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior discussions, understandings and agreements. No alteration or modification of this Agreement shall have any force or effect unless in a written instrument signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original but together constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. If any provision hereunder shall be held invalid, unenforceable or in conflict with any applicable law or regulation, this Agreement shall be considered divisible and the validity of the remaining provisions shall not be affected. No waiver or failure of either party to keep or perform any term or condition hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other term or condition. The remedies herein provided shall be deemed cumulative, and the exercise of one will not preclude the exercise of any other nor will the specification of remedies preclude other remedies available at law or in equity. This Agreement shall be binding upon and inure to the benefit of us, Vendor, and the respective successors and assigns of each. All consents, approvals, notices, requests and similar actions to be given or taken by either party shall not be unreasonably withheld or delayed and each party shall only make reasonable requests.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the Effective Date set forth above:

**Full Name, Entity:** \_\_\_\_\_

**Approved by:**

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____

EXHIBIT A

**VENDOR INSURANCE  
REQUIREMENTS**

**Insurance Schedule**

*Identified Insurance* means those insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work.

Vendor shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule. All further references to "Vendor" herein are intended to include Vendor and its subcontractors.

Vendor shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best's Ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers compensation	Statutory limits
Employers liability	\$1M each accident for bodily injury by accident \$1M each employee for bodily injury by disease \$1M policy limit for bodily injury by disease
Commercial general liability <sup>1</sup>	\$2M per occurrence \$2M personal and advertising injury \$2M products and completed operations \$2M general aggregate
Automobile liability- Hired, Owned and Non-Owned	\$1M combined single limit
Professional liability / Errors and Omissions <sup>2</sup>	\$2M per claim \$2M annual aggregate

**Other Insurance Provisions**

1. The Identified Insurance shall include the following provision on the Commercial General Liability and Umbrella insurance policies to name the following as additional party insureds (*Additional Insureds*), covering all the activities of Vendor with respect to the performance of this Agreement:

**The Town of Voluntown**, and its respective affiliated persons and entities, including without limitation their respective directors, officers, employees, agents and representatives shall be additional insureds on the Commercial General Liability and Umbrella insurance policies.

2. The Identified Insurance shall also:

(a) require us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;

(b) be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contributory to such insurance);

- (c) endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and
- (d) in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.
3. Vendor shall furnish to us upon request certificates of insurance evidencing all Identified Insurance (including without limitation, an Acord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies.
  4. All Identified Insurance shall be written on an occurrence basis except for Vendor's professional liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Vendor, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.
  5. To the fullest extent allowed by law, Vendor hereby waives all rights of recovery in favor of the Additional Insureds and the Indemnitees.
  6. Vendor shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Vendor shall bear the risk of loss with respect to any of its expenses or loss of income.

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<sup>1</sup> Such limits may be provided through a combination of umbrella and primary policies, in form no less broad than a standard ISO CG 00 01. Such insurance shall include products-completed operations coverage with a limit of no less than \$1,000,000 per occurrence.

<sup>2</sup> If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of this Agreement; and continuous coverage shall be maintained or an extended discovery period will be exercised for a period of six years beginning from the time that services under this Agreement are completed. Coverage shall include defense costs and shall apply to liability arising from Vendor's, acts, errors, and/or omissions.

