

TOWN OF WINDHAM

GREENE COUNTY
PO BOX 96
HENSONVILLE, NEW YORK 12439
(518) 734-4170
FAX (518) 734-6058



NEW YORK MUNICIPAL INSURANCE RECIPROCAL
Insuring Our Own Future.

HOLD HARMLESS AGREEMENT (USE OF FACILITY)

_____ does hereby covenant and agree to defend, indemnify and hold harmless the

TOWN OF WINDHAM

(Name of Municipality)

from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of

_____ property, facilities and/or (The

Municipality's) services by _____ and/or the activities,

functions, events, affairs or proceeding of _____

(Municipality)

(Facility User)

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INSURANCE AGREEMENT - USE OF FACILITIES

- I. Notwithstanding any terms, conditions or provisions, in any other between the parties, the permittee hereby agrees to effectuate the naming of the Municipality as an unrestricted additional insured on the permittee's insurance policies, with the exception of workers' compensation.
- II. The policy naming the Municipality as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured," New York State admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the Municipality its Board, employees and volunteers.
 - The Municipality shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The permittee agrees to indemnify the Municipality for any applicable deductibles.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:
 - Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- VI. Permittee 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 permittee is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYVIIR). The permittee 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.