

## **INSURANCE REQUIREMENTS FOR VENDOR(S)**

1. Vendor agrees to indemnify, defend and hold harmless the Hernando County School District, its current, former and future Board members, employees, volunteers and agents from and against any and all causes of actions, claims, personal injury claims, costs, fees and expenses of any kind arising out of or relating to the services/goods provided or work performed by the Vendor, its employees, agents, representatives, independent contractors, or assigns including, but not limited to, claims for personal injury, damage to property, including the loss of use thereof, and worker's compensation claims made by Vendor's employees, agents, representatives, or assigns.
2. Throughout the duration of this Agreement, and from the time that work first commences until completion of the work under this Agreement, Vendor, its agents and subcontractors shall purchase and maintain such insurance as will protect him from and the Owner (Hernando County School District, its current, former and future Board members, employees, volunteers and agents) from claims set forth below which may arise out of or result from the Vendor's execution of the Work, whether such execution of Work be by himself or by a Sub-Contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them are liable.
3. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or materially changed unless at least **thirty (30) days** written notice has been given to the Owner.
4. Vendor shall procure and maintain at his own expense, during the Contract Time, Insurance as hereinafter specified:
  - a. Commercial General Liability – with limits of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate
  - b. Commercial Automobile Liability - with limits of liability of not less than \$1,000,000.00 combined single limit each accident.
  - c. Worker's Compensation – Statutory limits, as required by Florida Statutes, Chapter 440, as well as Employer's Liability at \$1,000,000.00 per occurrence.
  - d. Professional Liability – with limits of liability of not less than \$1,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured.
5. The commercial automobile liability and commercial general liability coverage shall be written on an "occurrence" basis.
6. The commercial automobile liability coverage shall include coverage for owned, non-owned, and hired vehicles.
7. Coverage shall be placed with carriers who maintain an A.M. Best rating of at least A- or better with a financial rating of VII or better and who are authorized to do business in the state of Florida.
8. Professional Liability Insurance is to be maintained for the life of the contract/agreement, plus two years after completion.
9. Property Damage – with limits of liability of not less than \$1,000,000.00 per person; and \$2,000,000.00 per occurrence.
10. The Hernando County School District, its current, former and future Board members, employees, volunteers and agents shall be named as both an **"Additional Insured"** and **"Certificate Holder"** on all insurance policies by the vendor's, its agents' and subcontractors' policies. The additional insured coverage shall be primary and non-contributory, irrespective of any other insurance or self-insurance programs carried by the Hernando County School District.
11. If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract/Agreement, the same shall be deemed a material breach of contract. The Hernando County School District, at its sole option, may terminate this contract/agreement and obtain damages from Vendor resulting from said breach.

**Prior to the start of any work/services to be performed and upon request, Vendor, its agents and subcontractors shall provide the Hernando County School District with an insurance certificate evidencing their worker's compensation, commercial automobile liability, commercial general liability and professional liability coverage. In addition to the certificate of insurance required hereunder, the Vendor shall also provide copies of written endorsements that name the Hernando County School District, its current, former and future Board members, employees, volunteers and agents as additional insured.**