

Cornell Cooperative Extension
OUTSIDE VENDOR CONTRACT (NO CONSTRUCTION)

EXHIBIT A
FAIR 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
<u>Workers Compensation and NYS Disability</u>	Statutory limits as Required by Law. If No Employees, INITIAL HERE _____
<u>Commercial General Liability</u>¹	\$1,000,000 per occurrence \$1,000,000 personal and advertising injury \$2,000,000 products and completed operations aggregate \$2,000,000 general aggregate
<u>Automobile Liability</u> - Owned (If any), Hired, and Non-Owned If an INDIVIDUAL	\$1,000,000 Combined Single Limit (CSL) \$500,000 CSL or \$250,000/\$500,000/\$100,000 Split Lmt INITIAL HERE IF INDIVIDUAL _____
<u>Liquor Legal Liability</u> – if alcohol is provided by the vendor, vendor is responsible for controlling the sale and dispensing of any alcoholic beverages as set forth in the laws of New York State including proper licensing.	\$1,000,000 per Occurrence or Claim If NO Alcoholic Beverages will be sold by vendor then INITIAL HERE: _____

¹ 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.

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:
 Cornell Cooperative Extension of _____ County, its officers, directors, employees and agents are hereby named as Additional Insured”
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);

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(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 Liquor 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.
7. The insurance required herein shall be written for not less than minimum amounts or greater if required by law, except that if Vendor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.