

California State PTA insurance does not cover vendors/concessionaires/service providers. Consequently, all vendors/concessionaires/service providers are required to provide Evidence of Insurance to each PTA, unless annual Evidence of Insurance has been filed with the California State PTA Insurance Broker.

HOLD HARMLESS AGREEMENT

FOR PTA FUNDRAISING VENDORS/CONCESSIONAIRES/SERVICE PROVIDERS

Insurance Requirements:

- (a) Workers' Compensation Insurance. Required if you have employees engaged in the performance of work under the agreement.
- (b) Comprehensive General Liability. Required \$1,000,000. Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and include Bodily Injury, Property Damage, Personal Injury and Products Liability if Applicable.
- (c) Automobile Liability Insurance. Required only if you are providing transportation (e.g., limousine or bus service) at PTA event. \$5,000,000 limit required. \$1,500,000 for limos with 15 or fewer passengers.

If you (vendor/concessionaire/service provider) fall under (b) or (c), a Certificate of Insurance showing policy limits and an endorsement to the policy **MUST** be submitted with your contract.

Contract containing the following language **MUST** be added to the above policies (b) and (c) as an Additional Insured:

The California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all their officers, directors, members and volunteers. The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance available to PTA and

(Name of vendor/concessionaire/service provider)

I/We _____

(vendor/concessionaire/service provider) agree(s) to defend and to indemnify and hold harmless, the California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all of their officers, directors, members and volunteers with respect to my/our liability for "bodily injury," "property damage" or "personal and advertising injury" to the extent caused by my/our acts or omissions or for the acts or omissions of those acting on my/our behalf:

- A. In the performance of my/our ongoing operations; or
- B. In the sale or distribution of my/our products; or
- C. In connection with my/our premises rented to you.

NOTE: The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any unit, council, district or State PTA in California.

DATE: _____ SIGNED: _____
(Vendor/Concessionaire/Service Provider)

NAME OF ENTITY: _____ TITLE: _____

Vendor: If you wish to be included as an approved vendor on the PTA Insurance website then contact our broker at (818) 662-4200.

January 2011