



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
RISK AND BENEFITS MANAGEMENT
Hold Harmless Agreement

The vendor/service provider must sign a Hold Harmless Agreement form. The Hold Harmless Agreement spells out the insurance requirements for the vendor/service provider. Be sure to give a copy of the Hold Harmless Agreement to your insurance broker.

Name of Vendor/Service Provider	Name of Contact		
Street Address	City	State	Zip Code

INSURANCE REQUIREMENTS:

- (a) Commercial General Liability. Required \$1,000,000 per occurrence. This policy shall cover all 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. The Palm Beach County School Board shall be endorsed as an additional insured to the policy and a copy of the certificate shall be submitted with the lease or contract.
- (b) Workers' Compensation Insurance. Required if you have employees engaged in the performance or work under this agreement.
- (c) Automobile Liability Insurance. Required only if you are providing transportation (e.g. limousine or bus service) or bringing automobiles onto District property at the event. \$1,000,000 limit required.

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

HOLD HARMLESS:

I/We _____ (name of the vendor/service provider) shall save, defend, indemnify, and hold harmless, the School Board of Palm Beach County, including all officers, directors, instructors, support staff and volunteers with respect to my/our liability for "bodily injury," "property damage" or "personal and advertising injury" caused by my/our acts or omissions 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 property or premises rented to you.
- (D) In following, all requirements found on the School Board "Facility Use Agreement" form.
- (E) The Vendor/Concessionaire/Service Provider shall furnish a Certificate of Insurance, naming the School Board of Palm Beach County as an additional insured with Commercial General Liability Limits of at least \$1,000,000 per occurrence.

WAIVER OF SUBROGATION:

In the event of loss, damage or injury to the Vendor and/or the Vendor's property, the vendor shall look solely to any insurance in its favor without making any claim against the Purchaser. The Vendor hereby waives any right of subrogation against the Purchaser or the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the Purchaser and the School Board of Palm Beach County.

Note: The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any school or ancillary owned by the School Board of Palm Beach County.

Signature of Vendor or Service Provider

Date

NOTE: Failure of Vendor/Service Provider to keep the required insurance policies in full force and effect during the work covered by this agreement shall constitute a breach of agreement. In the event of a breach, the School Board of Palm Beach County shall have the right but not the duty to procure insurance covering the vendor for the period of this agreement. The School Board of Palm Beach County from the proceeds due to the Vendor/Concessionaire/ Service Provider will deduct the cost of this insurance.