

TOWN OF DEDHAM

Renter: _____

Insurance & Indemnification

This agreement becomes part of the Building Use Rental Policy for the Town of Dedham any time during the period July 1, 2017 through July 1, 2018.

Renter shall maintain Workers Compensation, General Liability, Automobile and Umbrella insurance for the minimum amount required or as outlined below, whichever limits and coverage are higher. Insurance coverage and Certificates of Insurance shall be provided and include Town of Dedham as an additional insured on a primary and non-contributory basis under the General Liability & Umbrella policies. The Workers Compensation shall include a waiver of subrogation in favor of Town of Dedham.

Minimum required insurance limits (coverage written on an occurrence basis):

Commercial General Liability

- \$ 2,000,000 Products / Completed Operations Aggregate Limit
- \$ 2,000,000 General Aggregate (Other Than Products / Completed Operations)
- \$ 1,000,000 Any One Occurrence
- \$ 1,000,000 Personal & Advertising Injury

Automobile Liability (All Owned, Non-Owned & Hired Autos)

- \$1,000,000 Each Accident (Combined Single Limit)

Commercial Umbrella

- \$ 1,000,000 Products / Completed Operations
- \$ 1,000,000 General Aggregate
- \$ 1,000,000 Any One Occurrence

Employers Liability

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

To the fullest extent permitted by law, the Renter hereby acknowledges and agrees that it shall indemnify, hold harmless and defend Town of Dedham, the Owner, Architect and Engineer and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to, attorney fees, arising out of or resulting from the performance of the Renter / Vendors Work, provided that any such claim, damage, or loss or expense (1) is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the Renter / Vendor, its employees, agents or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

The Renter / Vendor hereby acknowledges its obligation under the forgoing paragraph to indemnify the Town of Dedham against judgments suffered because of the Renter / Vendors Work and to assume the cost of defending the Town of Dedham or against claims as described in the forgoing paragraph.

THE Renter / VENDOR MUST FURNISH TOWN OF DEDHAM WITH A VALID CERTIFICATE OF INSURANCE before entering the requested space.