**Vendor Agreements**

## Insurance and Related Requirements

### Minimum Insurance Coverages and Requirements

The *[Vendor]* shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, *[College/University]* shall not be deemed or construed to have assessed the risk that may be applicable to the *[Vendor]* under Permit Number . The *[Vendor]* shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The *[Vendor]* is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

### Coverages

1. **Commercial General Liability** – ISO form CG 00 01 or its equivalent. Coverage to include:
   * Premises and Operations
   * Personal Injury/Advertising Injury
   * Products/Completed Operations
   * Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
   * Independent Contractors
2. **Automobile Liability** – Coverage to include:
   * Owned Vehicles
   * Leased Vehicles
   * Hired Vehicles
   * Non-Owned and Employee Non-Owned Vehicles
   * Personal Injury Protection (where applicable)
3. **Workers’ Compensation and Employers’ Liability** – Workers’ Compensation (Coverage A) and Employers’ Liability (Coverage B)
4. **Liquor Liability** – If the vendor is operating a business that distributes, sells, or serves alco- holic beverages or if their activities require a liquor license, they must maintain liquor liability insurance that includes *[College/University]* and its *[Board of Regents/Trustees]*, officers, em- ployees, agents, and volunteers as additional insureds.
5. **Third Party Fidelity or Crime Insurance (if applicable)** – If the vendor is operating on *[College/University]* premises (such as janitorial services), it is recommended this coverage be provided. **NOTE:** If the vendor is an individual or sole proprietor with no employees, this coverage cannot be obtained and should be deleted.

Coverage shall include employee dishonesty, including endorsement client’s property (ISO endorse- ment CR 04 01 or equivalent). If a crime insurance policy is not used, third party fidelity coverage shall be provided for in limits as stated below in 1.

1. The coverage shall be issued with limits of 50% of the contract value or $100,000 – whichever amount is greater.
2. The coverage shall include coverage for all employees of the Contractor.
3. The coverage shall not include coverage for extended theft and mysterious disappearance.
4. The coverage shall not contain a condition requiring an arrest and conviction.

### Limits Required

The *[Vendor]* shall carry the following limits of liability as required below:

|  |  |
| --- | --- |
| **Commercial General Liability** | |
| General Aggregate | $2,000,000 |
| Products/Completed Operations Aggregate | $2,000,000 |
| Each Occurrence Limit | $1,000,000 |
| Personal/Advertising Injury | $1,000,000 |
| Damage to Rented Premises | $50,000 |
| Medical Payments (Any One Person) | $5,000 |
| **Liquor Liability (if applicable)** | |
| Each Occurrence | $1,000,000 |
| Aggregate | $1,000,000 |
| **Automobile Liability** | |
| Bodily Injury/Property Damage (Each Accident) | $1,000,000 |
| Personal Injury Protection (if applicable) | Statutory |
| **Workers’ Compensation** | |
| Coverage A (Workers’ Compensation) | Statutory |
| Coverage B (Employers’ Liability) | $500,000  $500,000  $500,000 |
| **Crime Coverage (if applicable)** | 50% of the contract value or  $100,000, whichever is greater |

### Additional Requirements

***Commercial General Liability (CGL)***

Commercial General Liability (CGL) must include coverage for liability arising from products- completed operations and liability assumed under an insured contract.

If the CGL insurance has a general aggregate limit then ISO endorsement CG 25 04 (03/97 Edi- tion) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the agreement, and the limit must be twice the minimum re- quired occurrence limit.

*[Vendor*] shall name *[College/University]* and its *[Board of Regents/Trustees]*, officers, employees, agents, and volunteers as Additional Insureds on ISO endorsement CG 20 26 or its equivalent.

The CGL policy shall contain no endorsement or modification limiting the scope of coverage for liability assumed under a contract, or liability arising from pollution.

### All Policies

* + Must be written on a primary basis, non-contributory with any other insurance coverages and/ or self-insurance carried by *[College/University]*.
  + Must include a Waiver of Subrogation Clause.

***Notice of Cancellation:*** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days’ prior written notice has been given to the *[College/University]*, except when cancel- lation is for non-payment of premium; then ten (10) days’ prior notice may be given. Such notice shall be sent directly to *[College/University]* **Representative’s Name and Address**. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the *[College/University]* of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers’ notification to that effect.