

HOLD HARMLESS AGREEMENT FOR PTA FUND RAISING 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 includes Bodily Injury, Property Damage and Personal Injury. Food vendors are required to have \$1,000,000 Products Liability.

(c) Automobile Liability Insurance. Required only if you are providing transportation (e.g., limousine or bus service) at PTA 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 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 Maryland Congress of Parents & Teachers, (Maryland PTA) including all units and councils, 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 Maryland Congress of Parents and Teachers, (Maryland PTA) including all units, councils and all of their officers, directors, members and volunteers, but only with respect to liability for bodily injury or property damage or personal and advertising injury caused, in whole or in part, by my/our acts or omissions or the acts or omissions of those acting on my/our behalf:

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

NOTE: The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any PTA unit that is part of Maryland State PTA.

DATE: _____ SIGNED: _____

NAME OF ENTITY: _____ TITLE: _____
(Vendor/Concessionaire/Service Provider)

Name of Witness _____ Witness Signature _____

NOTE: Failure of Vendor/Concessionaire/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 this agreement. In the event of a breach, the PTA shall have the right but not the duty to procure insurance covering the vendor for the period of this agreement. The cost of this insurance will be deducted by the PTA from the proceeds due to the Vendor/Concessionaire/Service Provider.