

LVMS School (PTA/PTO/Booster/Group) and the Saddleback Valley Unified School District (SVUSD) insurance does not cover vendors, concessionaires or service providers. Consequentially, all vendors, concessionaires or service providers are required to provide Evidence of Insurance to the \_\_\_\_\_ School and the SVUSD

## HOLD HARMLESS AGREEMENT

### 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 \$3,000,000 (High Risk)**; \$1,000,000 (low risk). Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor, concessionaires, service provider, under the indemnification provision set forth in the agreement and include: Bodily Injury, Property Damage and Personal Injury.
- (c) Automobile Liability Insurance. Required only if you are providing transportation (e.g., limousine or sub service) at the \_\_\_\_\_ event. \$5,000,000 limit required.

Vendors, concessionaires or service providers must provide a Certificate of Insurance coverage showing policy limits stated above with their contract. A separate Endorsement page stating the Additional Insured must be attached to the Certificate of Insurance.

### Please use the following language for the Additional Insured on the separate Endorsement page:

"The LVMS Music Boosters School Parent Teacher Organization, including all officers, committee chairpeople and volunteers, \_\_\_\_\_ School, Principal, staff and faculty, and the Saddleback Valley Unified School District (SVUSD), its Board of Education, Officers, Employee, Agents and Volunteers. The insurance provided by this policy shall be primary insurance to any other valid collectible insurance available to \_\_\_\_\_ School and SVUSD."

The vendor, concessionaire or service providers' Certificate of Insurance will provide defense and payment for claims of Bodily Injury, Property Damage and Personal Injury by individuals and entities, in accord with the terms of its Memorandum of Coverage. This coverage applies only to negligence of the Member arising out of the Member's participation in the covered activity at the covered location.

I/We \_\_\_\_\_ (vendors, concessionaire, service provider) agree(s) to defend and indemnify and hold harmless, at my own cost, the \_\_\_\_\_ School, and Saddleback Valley Unified School District including its Board of Education, its Officers, Employee, Agents and Volunteers.

NOTE: The terms and conditions of this agreement shall apply with respect to vendor's, concessionaire's, service provider's operation on the premises located at:

School name & address:

\_\_\_\_\_  
Located in the Saddleback Valley Unified School, 25631 Peter A Hartman Way, Mission Viejo, CA 92691

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Entity: \_\_\_\_\_ Title: \_\_\_\_\_

NOTE: Failure of vendor, concessionaires, 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, \_\_\_\_\_ School and SVUSD 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 \_\_\_\_\_ School and SVUSD from the proceeds due to the vendors, concessionaire, service provider.