Standard Service Agreements for Organizations Not Providing Services to Students

Last Revised 08/31/2021

The term "Provider" is used to identify the specific party to the agreement, which may be a supplier, vendor, contractor, owner or operator, or other individual or entity. The appropriate term may be substituted in an RFP, contract or agreement.

General Insurance Language including Additional Insured and Indemnification To be Included in All Agreements/Contracts

X.XX <u>Insurance</u>. Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-VII. Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District Attention: Risk Management 2407 Laporte Ave Ft. Collins, CO 80521

Please Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section X.XX shall not reduce the indemnification liability that Provider has assumed in section X.XX.

Commercial General Liability

Minimum Limits

•	Each Occurrence Bodily Injury & Property Damage	\$2,000,000
•	General Aggregate	\$3,000,000
•	Products/Completed Operations Aggregate	\$3,000,000
•	Personal/Advertising Injury	\$2,000,000

• Coverage must be written on an "occurrence" basis.

Poudre School District R-1 and its elected officials, employees, agents, and volunteers
shall be named as an additional insured or covered as an additional insured by way of a
blanket endorsement and shall be insured to the full limits of liability purchased by the
Provider even if those limits of liability are in excess of those required by this
Agreement.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

Bodily Injury & Property Damage
 Combined Single Limit Minimum \$1,000,000

• If Contractor operates vehicles in performing any services under this Contract, the policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.

Workers' Compensation and Employers' Liability

If Provider is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

State of Colorado
 Employer's Liability
 \$100,000 Each Accident
 \$500,000 Disease - Policy Limit
 \$100,000 Disease - Each Employee

• Waiver of subrogation in favor of Poudre School District R-1.