

HOLD HARMLESS AGREEMENT

The California State PTA insurance policy does not cover vendors/concessionaires/service providers. Consequently, all vendors/concessionaires/service providers are required to provide Evidence of Insurance to each PTA unless annual Evidence of Insurance has been filed with the California State PTA Insurance Broker.

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, Personal Injury and Products Liability if applicable.
- (c) Automobile Liability Insurance: Required only if you are providing transportation (e.g., limousine or bus service) at a PTA event. \$5,000,000 limit required. \$1,500,000 for Limo's with 15 or less passengers. Limousines must be school bus certified if over 10 students per AB830. Other Autos at \$1M (including Food Trucks).

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.

Endorsement containing the following language MUST be added to the above policies (b) and (c) as an Additional Insured:

The California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs 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 California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all of their officers, directors, members and volunteers with respect to my/our liability for "bodily injury," "property damage" or "personal and advertising injury" to the *extent caused by my/our acts or omissions or for the acts or omissions of those acting on my/our behalf:*

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

Unless caused by the negligence of the California State PTA, unit, council or district PTAs.

NOTE: The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any unit, council, district or State PTA in California.

PRINT NAME OF ENTITY: _____

DATE: _____ SIGNED: _____
(Vendor/Concessionaire/Service Provider)

PRINT NAME: _____ TITLE: _____

Vendor: If you wish to be included as an approved vendor on the PTA Insurance website contact our broker at (800) 876-4044 or email at CAPTA@aim-companies.com.