



CITY OF SARATOGA SPRINGS HOLD HARMLESS AGREEMENT

The City of Saratoga Springs requires:

A Certificate of Insurance naming the City of Saratoga Springs as an **Additional Insured** evidencing the following coverages:

- **Commercial General Liability:** \$1,000,000 per occurrence/\$2,000,000 aggregate including completed products and operations and personal injury liability insurance (*City of Saratoga Springs is Additional Insured*)
- **Excess Insurance:** \$4,000,000 per occurrence aggregate (*City of Saratoga Springs is Additional Insured*)
- **Statutory Workers Compensation and Employer's Liability Insurance** for all employees: Evidence of New York State Statutory Workers Compensation and Employer's Liability Insurance for Contractor's employees from a NYS authorized insurance company: C-105.2 or U-26.3 Forms. Evidence of New York State Statutory Disability Benefits Insurance per Workers Compensation Law §220(8) on a DB-120.1 or DB-155 Form.

Certificates of Insurance should be addressed to the attention of:

Building Department
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured** on a primary and non-contributory basis prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as a **Certificate Holder and Additional Insured** for all those activities performed within its contracted activities for the contract as executed.

In all cases, the following hold harmless agreement shall apply:

The Contractor shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employer, agents or subcontractors.

Signature/Date: _____
Company _____
Address _____
Authorized Representative/Title: _____