



GENERIC HOLD HARMLESS & INSURANCE REQUIREMENTS EUGENE SCHOOL DISTRICT 4J

The Agreement between the Eugene School District 4J, hereinafter the DISTRICT and _____, hereinafter, _____ includes the following terms, conditions, and provisions:

HOLD HARMLESS: To the fullest extent of the law, the _____ will defend, indemnify, hold harmless and reimburse the Eugene School District 4J (including its officers, board members, agents, and employees), from all claims, demands, suits, actions, penalties, and damage expenses, for liability of any kind, including attorney fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the _____, the _____'s indemnity obligation exists only to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the _____, or the fault of the _____'s agents, representatives or subcontractors, contributed to or caused such damage, whether or not such incidents are contributed to or caused in part by Eugene School District 4J.

INSURANCE: _____ shall maintain in force for the duration of this agreement a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the District, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager. Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30 day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract by the DISTRICT.

Workers' Compensation: No Workers' Compensation insurance shall be obtained by the DISTRICT concerning the _____ or any employees or volunteers of the _____. The _____ shall provide and maintain worker' compensation coverage for its employees, officers, volunteers, agents, or partners as required by applicable workers' compensation laws. The _____ shall provide a certificate of insurance to the District as evidence of coverage containing a 30 days notice of cancellation clause.

Equipment and Material: The _____ shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The _____ shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the _____ in this contract. The _____ shall require certificates of insurance from all subcontractors as evidence of coverage, and will supply such certificates to the District upon request. _____ shall indemnify, defend, and hold the DISTRICT harmless from all claims of subcontractors.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and written approval from the District's Risk Manager.

EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES: _____ shall supply, at _____'s sole expense, all equipment, tools, materials and/or supplies to accomplish the activities agreed upon except as specified in this agreement. The _____ shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

Signature _____ Date _____