

Insurance Exhibit Public Use of Blue Back Square Area

For the purpose of this exhibit: the term "Licensee" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. **Should the Licensee employ the services of a subcontractor, it shall be the Licensee's obligation to provide proof to the Town that each subcontractor has satisfied the requirement of this exhibit.**

The Licensee shall procure and maintain insurance coverage against claims that may arise from, or in connection with the public events and community use of Town property in the Blue Back Square Area. The Licensee shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to entering onto and using Town property. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Licensee shall assume any and all premiums and deductibles in the described insurance policies. Both the Licensee and Licensee's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after prior written notice has been given to the Town in compliance with Connecticut statutes Sec.38a-323 and Sec. 38a-324.

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

Workers' Compensation: Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Licensee decides not to procure workers' compensation in accordance with Connecticut law, the Licensee agrees: 1) to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner and; 2) to hold the Town harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Licensee, however caused.

Personal Property: The Town shall not be responsible to the Licensee for any loss or damage caused to the Licensee's personal property, however caused. All personal property of the Licensee, its employees, representatives, contractors, and/or agents located on Town property while in use or in storage in the Blue Back Square Area is at the sole risk of the Licensee, its employees, representatives, contractors, and/or agents. To the extent permitted by law, the Licensee agrees to indemnify, defend and hold harmless the Town of West Hartford, West Hartford Board of Education and their respective boards and commissions, officers, agents, officials, employees, volunteers, contractors, and representatives from any and all losses or damages, however caused, to any and all personal property belonging to the Licensee, its employees, representatives, contractors, and/or agents.

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Indemnification: To the extent permitted by law, the Licensee agrees to defend, indemnify and hold harmless the Town of West Hartford, West Hartford Board of Education and their respective boards and commissions, officers, agents, officials, employees, volunteers, contractors, and representatives from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorney's fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or to property, real or personal, or financial losses (including, without limitations, those caused by loss of use), however caused, and even if caused by the negligent acts or omissions of the Town of West Hartford, West Hartford Board of Education and their respective boards and commissions, officers, agents, officials, employees, volunteers, contractors, representatives, clients and/or agents, sustained by any person or concern arising from any and all acts or omissions of the Licensee, its employees, representatives, contractors, and/or agents in relation to the use of Town property indicated above, including, but not limited to, set-up and clean-up. This indemnification shall not be affected by the limits of the Licensee's insurance coverage.

Duly Authorized

Date

(Print Name Here)