

**SYOSSET CENTRAL SCHOOL DISTRICT
99 PELL LANE, SYOSSET, NEW YORK 11791
VENDOR AGREEMENT FOR FOOD TRUCKS**

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the food truck vendor hereby agrees to effectuate the naming of the District (Syosset Central School District, 99 Pell Lane, Syosset, NY 11791) as an additional insured on the permittee's insurance policies, except for workers' compensation and NYS Disability insurance.

1. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State. A New York State licensed and admitted insurer is strongly preferred.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District for on-going operations (CG 20 38) and products and completed operations (CG 20 37). A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability and Auto Liability.
 - d. At the District's request, the organization shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.
2. The permittee agrees to indemnify the District for any applicable deductibles and self-insured retentions.
3. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal & Advertising Injury
\$100,000 Fire Damage
\$10,000 Med Expense
 - b. **Automobile & Trailer Liability**
\$1,000,000 combined single limit for company/organization owned, hired, and borrowed and non-owned motor vehicles will be on District grounds.
\$500,000 combined single limit for company/organization owned, hired, borrowed and non-owned trailers will be on District grounds.
 - c. **Worker's Compensation and NYS Disability**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.
4. Permittee acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The permittee is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
5. The requestor understands that the permit cannot be processed until all insurance paperwork has been received and approved by the District. All documents are to be completed and mailed to Syossetpermits@Syossetschools.org.

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The permittee and/or the group agree to defend, indemnify and hold the Syosset Central School District, its officers, employees and agents harmless from any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of its use of any school facility but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts including but not limited to food borne illnesses, or omissions of the permittee and/or group and the organization, its officers, employees, agents, contractors, subcontractors, guest, spectator and/or invitee. The user understands and agrees that its use of Syosset Central School District's property and facilities includes, but is not limited to, all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs and all other areas incidental to and/or connected to the use of premises. Permittee agrees that indemnity and insurance obligations extend to all areas identified in the application and/or permit and any and all incidental areas.

Organization Name

Name of responsible party (printed)

Signature

Date

District Approval

District Represented (Printed)

Signature

Date

Please complete, sign and return this form to: syossetpermits@syossetschools.org