

**From:** Ms. Lindsay Eidel  
Assistant Superintendent of Business & Operations

**Date:** April 2025

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**NYSIR (New York Schools Insurance Reciprocal)  
SAMPLE INSURANCE REQUIREMENTS – FOOD TRUCKS AND TRAILERS**

1. 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 as an Additional Insured on the food truck vendor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. 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 to conduct business in New York State. A New York 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 with a waiver of subrogation in favor of the DISTRICT for all coverages including Workers Compensation.
  - 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). The decision to accept an endorsement rests solely with the DISTRICT. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
3.
  - a) The certificate of insurance must describe the services provided by the food truck vendor that are covered by the liability policies.
  - b) At the DISTRICT's request, the food truck vendor shall provide a copy of the declaration page of the liability policies with a list of endorsements and forms. If requested, the food truck vendor will provide a copy of the policy endorsements and forms.
4. The food truck vendor agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
5. Minimum 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 and Advertising Injury  
\$100,000 Fire Damage  
\$10,000 Medical Expense

**b) Automobile Liability**

**Auto**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

**Trailer**

\$500,000 combined single limit for owned, hired, borrowed and non-owned trailers.

**c) Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees [per NYS WC and Disability laws]. 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.

6. The Food Truck vendor 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 legal remedies available to the DISTRICT. The food truck vendor is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the DISTRICT.