

**AGREEMENT BETWEEN \_\_\_\_\_ UTILIZING  
(name of organization)  
SOMERS CENTRAL SCHOOL DISTRICT FACILITIES AND A FOOD TRUCK VENDOR**

**VENDOR AGREEMENT – FOOD TRUCKS – 20\_\_-20\_\_ SCHOOL YEAR**

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 \_\_\_\_\_, as well as the Somers  
(name of organization)  
Central School 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 \_\_\_\_\_, as well as the Somers Central School District, as an  
(name of organization)  
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 food truck vendor's coverage shall be primary and non-contributory coverage for the \_\_\_\_\_, as well as the Somers Central School District, its Board, employees and  
(name of organization)  
volunteers with a waiver of subrogation in favor of the \_\_\_\_\_ and the Somers  
(name of organization)  
Central School 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 \_\_\_\_\_, as well as the Somers Central School  
(name of organization)  
District, for both 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.
3. The Certificate of Insurance must describe the services provided by the food truck vendor that are covered by the liability policies.
4. At the \_\_\_\_\_ and/or the Somers Central School District's request, the food truck  
(name of organization)  
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.
5. The food truck vendor agrees to indemnify the \_\_\_\_\_, as well as the Somers Central  
(name of organization)  
School District, for any applicable deductibles and/or self-insured retentions.
6. 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 and Trailer 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 (form C-105.2 or U-26.3) and NYS Disability Insurance (form 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. If exempt, a signed, dated CE-200 Form must be provided to the Somers Central School District.

7. The food truck vendor acknowledges that failure to obtain such insurance on behalf of the Somers Central School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the Somers Central School District. The food truck vendor is to provide the Somers Central School District with a Certificate of Insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the Somers Central School 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 Somers Central School District.

**Indemnification**

\_\_\_\_\_ does covenant and agree to defend, indemnify and hold harmless  
(name of food truck vendor)  
the \_\_\_\_\_, as well as the Somers Central School District, from and against any and all liability,  
(name of organization)  
loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in any way connected with the actual or proposed use of the Somers Central School District's property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of \_\_\_\_\_.  
(name of food truck vendor)

\_\_\_\_\_ understands and agrees that its use of the Somers Central School District's  
(name of food truck vendor)  
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 with the use of the premises (hereinafter referred to as "incidental areas"). \_\_\_\_\_ agrees that its indemnity and  
(name of food truck vendor)  
insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

The undersigned has read this agreement and agrees to abide by its terms and requirements.

Date	Name & Title
Name of Organization	Signature
Address of Organization	Telephone Number and Email

Date	Name & Title
Name of Food Truck Vendor	Signature
Address of Food Truck Vendor	Telephone Number and Email