INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONTRACTORS

1. Indemnification and Insurance.

A. The Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement. This contract shall be interpreted and construed in accordance with the laws of the State of Washington. Vendor Initial: ____

B. The Contractor shall indemnify and hold Metro Parks and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Contractor’s negligence or breach of any of its obligations under this Agreement, provided that nothing herein shall require a Contractor to indemnify Metro Parks against and hold harmless Metro Parks from claims, demands or suits based solely upon the conduct of Metro Parks, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor’s agents or employees, and (b) Metro Parks, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to Metro Parks of defending such claims and suits shall be valid and enforceable only to the extent of the Contractor’s negligence or the negligence of the Contractor’s agents or employees. Vendor Initial: ____

C. The Contractor shall, prior to commencing work under this Agreement, provide to Metro Parks certificates of insurance evidencing the following insurance coverages and limits. Vendor Initial: ____

1) Comprehensive general liability policy, including:

   a) Premises/Operations liability b) Products/Completed Operations liability c) Blanket contractual liability d) Personal injury liability e) Stop gap liability Vendor Initial: ____

2) Automobile liability:

   a) Non-Owned and hired auto liability b) Owned auto liability Vendor Initial: ____
3) Limits should not be less than $1,000,000 Combined Single Limit for comprehensive general liability; $2,000,000 Combined Single Limit Annual General Aggregate; and $2,000,000 Annual Aggregate for Products and Completed Operations Liability. Automobile liability limits should not be less than $1,000,000 Combined Single Limit. Stop gap liability should be not less than $1,000,000. **Vendor Initial:**

4) The minimum insurance coverages specified above do not limit the contractor’s liability or responsibility to Metro Parks. **Vendor Initial:**

5) Said insurance policies shall name Metro Parks as an additional insured. No limitations or additions to this requirement will be accepted. **Vendor Initial:**

6) It is agreed that these insurance policies are primary over any insurance which may be carried by Metro Parks. **Vendor Initial:**

7) It is agreed that Metro Parks will be given notice in accordance with the policy provisions should any of the above described policies be cancelled before the expiration date **Vendor Initial:**

**It is agreed that all vendors must submit insurance 30 days prior to event. Failure to submit insurance 30 days prior to event will result in a vendor removed as participant from event. **Vendor Initial:**