Contractor/Vendor Requirements

A vendor is a person or company who provides a service or sells goods such as:

- Bus Company, Food Truck
- Book Fair, Fundraising Company, Instructors
- Inflatable Company, Assembly Act
- DJ, Caterer, Food Purveyor, etc.

Insurance Requirements:

- a) Workers' Compensation Insurance: Required if vendors have employees engaged in the performance of work under the agreement.
- b) Comprehensive General Liability: Required \$1,000,000 Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and includes Bodily Injury, Property Damage, Personal Injury and Products Liability if applicable
- c) Automobile Liability Insurance: Required only if you are providing transportation (e.g., limousine or bus service) at a PTA event. \$5,000,000 limit required. \$1,500,000 for limousines with 15 or less passengers. Limousines must be school bus certified if over 10 students per AB830. Other autos at \$1M (including Food Trucks).

The vendor must meet the above insurance requirements and provide the following three items:

1. **Certificate of Insurance** naming California State PTA as the certificate holder and additional insured with the following language:

California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all their officers, directors, members and volunteers.

- 2. Additional Insured Endorsement CG 20 26 07 04 (can be a blanket form)
- 3. Hold Harmless Agreement Completed and signed by the vendor (attached)

Instructions:

- 1. Provide the vendor with the complete section of requirements above.
- 2. Items 1, 2 and 3 above must be completed and obtained prior to the date of the event and kept on file at your location.
- 3. The PTA is responsible for collecting and confirming the special wording is accurate on the Certificate of Insurance.
- 4. Your vendor contract needs to be in the name of your PTA, not your school or an individual.

<u>The PTA is not allowed to sign a Hold Harmless or Indemnity Agreement</u> without prior review and consent from the PTA Insurance Broker.

Your vendor might already be approved. You can confirm by contacting AIM and requesting the "Approved Vendor List."



The California State PTA insurance does not cover vendors/concessionaires/service providers. Consequently, all vendors/concessionaires/service providers are required to provide Evidence of Insurance to each PTA unless annual Evidence of Insurance has been filed with the California State PTA Insurance Broker.

HOLD HARMLESS AGREEMENT

FOR PTA FUND RAISING VENDORS/CONCESSIONAIRES/SERVICE PROVIDERS

Insurance Requirements:

- (a) Workers' Compensation Insurance: Required if you have employees engaged in the performance of work under the agreement.
- (b) Comprehensive General Liability: Required \$1,000,000 Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and includes Bodily Injury, Property Damage, Personal Injury and Products Liability if applicable.
- (c) Automobile Liability Insurance: Required only if you are providing transportation (e.g., limousine or bus service) at a PTA event. \$5,000,000 limit required. \$1,500,000 for Limo's with 15 or less passengers. Limousines must be school bus certified if over 10 students per AB830. Other Autos at \$1M (including Food Trucks).

If you (vendor/concessionaire/service provider) fall under (b) or (c), a Certificate of Insurance showing policy limits and an endorsement to the policy MUST be submitted with your contract.

Endorsement containing the following language MUST be added to the above policies (b) and (c) as an Additional Insured:

The California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all their officers, directors, members and volunteers.

The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance available to PTA and

| (Name o | of vendor/concessionaire/ser | vice provider) |
|---|---|--|
| I/We | | |
| Parents, Teachers, and Students, Inc. (California directors, members and volunteers with respect | State PTA), including all to my/our liability for racts or omissions or for operations; or oducts; or | mnify and hold harmless, the California Congress of unit, council and district PTAs and all of their officers, 'bodily injury," "property damage" or "personal and the acts or omissions of those acting on my/our behalf: |
| Unless caused by the negligence of the California | a State PTA, unit, counci | l or district PTAs. |
| NOTE: The terms and conditions of this agreement any unit, council, district or State PTA in California. | shall apply with respect to V | Vendor's/Concessionaire's/Service Provider's operations for |
| PRINT NAME OF ENTITY: | | |
| DATE: | SIGNED: | |
| | | (Vendor/Concessionaire/Service Provider) |
| PRINT NAME: | TITLE: | |

Vendor: If you wish to be included as an approved vendor on the PTA Insurance website contact our broker at (214) 360-0801 or email at CAPTA@aim-companies.com.

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT Vendor's Agent | | | | |
|-------------------------------------|---|-------|--|--|--|
| Insurance Producer Name | PHONE (A/C, No, Ext): 555-555-5555 FAX (A/C, No): | | | | |
| Address | E-MAIL ADDRESS: | | | | |
| Phone Number | ADDRESS: PRODUCER CUSTOMER ID #: | | | | |
| | INSURER(S) AFFORDING COVERAGE | NAIC# | | | |
| INSURED | INSURER A: Insurance Company | 9999 | | | |
| Vendors Name & Address | INSURER B: Insurance Company | 9999 | | | |
| | INSURER C: | | | | |
| | INSURER D: | | | | |
| SAMPLE FOR VENDOR'S INSURANCE AGENT | INSURER E: | | | | |
| | INSURER F: | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| | | EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
|----------------------------------|--|--|--|---------------------|---------------------------|----------------------------|--|-------------------------|
| ISR TR | | ADDLS INSR W | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY | POLICY EXP (MM/DD/YYYY) | LIMIT | s |
| A | GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY | Х | | Policy Number | dates | must be | EACH OCCURRENCE DAMAGE TO RENTED | \$1,000,000 \$50,000 |
| | CLAIMS-MADE X OCCUR | | | cu | rrent | at event | PREMISES (Ea occurrence) MED EXP (Any one person) | \$5,000 |
| | | | | | i | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | i | | GENERAL AGGREGATE | \$1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | Ì | | PRODUCTS - COMP/OP AGG | \$1,000,000 |
| | POLICY PRO- JECT LOC | | | | <u> </u> | | | \$ |
| 4 | AUTOMOBILE LIABILITY | | | • | | must be | COMBINED SINGLE LIMIT (Ea accident) | \$ 5,000,000 |
| | X ANY AUTO | | | cu | rrent a | at event | BODILY INJURY (Per person) | \$ |
| | ALL OWNED AUTOS | | | | Ì | | BODILY INJURY (Per accident) | \$ |
| | X HIRED AUTOS | | | Auto needed for tr | anspor | tation | PROPERTY DAMAGE (Per accident) | \$ |
| | X NON-OWNED AUTOS | | | or if vehicle(s) o | n site | of even | t. | \$ |
| | | | | | | | - | \$ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB CLAIMS-MADE | | | | Ì | | AGGREGATE | \$ |
| | DEDUCTIBLE | | | | Ì | | | \$ |
| | RETENTION \$ | | | | <u> </u> | | | \$ |
| 3 | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | Policy Number | dates | must be | X WC STATU- TORY LIMITS OTH- ER | |
| ANY PROPRIETOR/PARTNER/EXECUTIVE | | N/A | | cu | rrent | at event | E.L. EACH ACCIDENT | \$1,000,000 |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | Work Comp.only need | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| | | | | employees working a | t event | | | |
| | | | | | i | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

California State PTA, all units, councils and districts of the California State PTA and all of their officers, directors, members and Volunteers are named as Additional Insured per the attached Additional Insured endorsement.

| CERTIFICATE HOLDER | CANCELLATION 10 Days for Non-Payment |
|--|--|
| California State PTA c/o AIM Association Insurance Management 8144 Walnut Hill Ln. Ste 900 Dallas, TX 75231 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| ************ | AUTHORIZED REPRESENTATIVE |
| Unit's Address - for Specific Event | Signature |

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

California State PTA, all units, councils and districts of the California State PTA and all of their officers, directors, members and volunteers.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.