

DRAFT
(for discussion purposes)

ClubPac 2006

Contractor Insurance, Waiver & Indemnity Agreements

a.) INSURANCE

a.i.) Without restricting the generality of **INDEMNIFICATION**, _____(the subcontractor's name) _____ (hereinafter called the contractor) shall provide, maintain, and pay for the minimum insurance coverages specified herein.

i. Commercial General Liability Insurance:

The policy shall be in the name of the contractor and shall include coverage for the activities of any agents, consultants or subcontractors of the contractor.

_____ (the club name) _____ (hereinafter called the club) shall be included as an Additional Insured for any liability resulting from the operations of the contractor, his agents, consultants or subcontractors.

The limit of coverage shall not be less than \$2,000,000. per occurrence with a deductible of not more than \$5,000.

The coverage shall not be less than the insurance provided by the IBC's standard Commercial General Liability form or its current equivalent replacement.

ii. Property Insurance:

The contractor shall provide, maintain and pay for property insurance and business interruption insurance adequate to protect his/her interests in his/her property or property for which he/she is legally liable.

a.ii.) The contractor shall promptly provide the club with confirmation of coverage and if requested a certified true copy of the policy(ies) and any amending endorsements

a.iii.) If the contractor fails to provide or maintain insurance as required by the contract documents then the club shall have the right (but not the obligation) to provide and maintain such insurance on behalf of the contractor. The

contractor shall pay the cost thereof to the club on demand or the club may deduct the amount which is due or may become due to the contractor.

a.iv.) All required insurance policies shall be placed with insurers licensed to underwrite insurance in the jurisdiction of the location of the club.

b.) WAIVER & INDEMNIFICATION

b.i.) The contractor shall indemnify and hold harmless the club, the club's agents and employees from and against claims, demands, losses costs actions, suits or proceedings by Third Parties that arise out of or are attributable to, the activities of the contractor, the contractor's agent(s), consultant(s), employee(s), subcontractor(s) or anyone for whose acts the contractor may be liable.

The club expressly DOES NOT waive its rights to any indemnity to which it may be entitled in addition to that stated above.

b.ii.) The contractor agrees that this waiver, release and indemnity agreement shall not be effected by any negligence, gross negligence, breach of contract or any other conduct on the part of the club, its agents, consultants, other contractors or employees.

b.iii.) The contractor acknowledges that he/she has read this Waiver & Indemnity Agreement and understands and accepts the contents hereof.

b.iv.) The contractor agrees that in the event that any provision herein contained is deemed to be unenforceable and/or invalid, that the provision shall be severable from the whole document and shall not effect the validity and enforceability of the other provisions and the document as a whole.

Signed _____ Date: _____

Name _____