

Attachment #2

INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance

Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the following.

Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows:

(a) General Liability (including premises and operations, contractual liability, personal injury, independent Contractors liability): Three Million Dollars (\$3,000,000.00) combined single limit coverage.

(b) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers Compensation Insurance (if Contractor is required to have) in an amount required by the laws of the State of New York and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this purchase order.

General Requirements - All of Contractor's insurance:

(a) Shall be issued by an insurance company which is an admitted carrier in the State of New York and maintains an A.M. Best rating of at least "A-(7)" or higher; unless otherwise approved by GH;

(b) General Liability, Automobile Liability and Employer's Liability shall name the City of New York, the NYC Dept. of Parks and Recreation, the Central Park Conservancy, GH, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "GH and GH Personnel") as additional insured's and contain no special limitations on the scope of protection afforded to GH and GH Personnel. All insurance provided hereunder shall include the appropriate endorsements;

(c) Shall be primary insurance and any insurance or self-insurance maintained by GH or GH Personnel shall be in excess of Contractor's insurance and shall not contribute with it;

(d) Shall be "occurrence" rather than "claims made" insurance;

(e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against GH and GH Personnel;

(g) Shall be written by good and solvent insurer(s) admitted to do business in the State of New York and approved in writing by GH; and

(h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without 30 day prior written notice thereof given by the insurer to GH by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case 10 days prior notice shall be provided.

Deductibles

Any deductibles or self-insured retentions must be declared to and approved by GH prior to the execution of this agreement by GH.

Evidence of Coverage

Contractor shall furnish GH with certificates of insurance demonstrating the coverage required prior to any commencement of work to be completed.

Certificates shall be emailed and then mailed to:

Greenwich House Music School

Attn: Rachel Black

46 Barrow Street

New York, NY 10014

(email: RFP@greenwichhouse.org)

Workers' Compensation Insurance

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to GH in writing prior to work commencement. GH and GH Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

Indemnification

Contractor shall indemnify, defend, and hold GH and GH Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of GH, whether or not there is concurrent active or passive negligence on the part of GH and/or GH Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of GH or GH Personnel. In connection therewith:

Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

Contractor shall promptly pay any judgment rendered against GH or any GH Personnel for any such claims or liabilities.

In the event GH and/or any GH Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to GH any and all costs and expenses incurred by GH or GH Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.