



**Massachusetts**

**MIIA**

**Interlocal Insurance Association**

**RISK  
MANAGEMENT  
PROCEDURE  
MANUAL**

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## INTRODUCTION

Managing risk effectively can help you minimize your losses and, in turn, control your insurance costs.

The MIIA staff has prepared this Risk Management Procedure Manual to help you place the responsibility for risk with the party most able to control the risk-causing activity.

The Manual identifies and explains the various tools available to you including the proper use of certificates of insurance, insurance policy endorsements, and hold harmless and indemnification agreements. We have included sample policies and agreements in the Exhibits section.

Proper implementation of the tools described in this manual will place the cost of the risk with the appropriate party. In this way, you will reduce your chance of being held financially accountable for negligence on the part of your contractor or other outside party. Note that throughout this manual we use the term "contractor" to mean any form of service provider or supplier.

We hope you find the Manual useful. Comments on how we can improve it are always welcome. Information and recommendations in this manual are advisory and do not constitute legal advice. If you have any questions, please call me or one of MIIA's other Loss Control professionals at 800-374-4405.

Jeffrey J. Siena  
*MIIA Loss Control Manager*  
*May 2004*

## **TRANSFERRING RISK**

Public entities such as municipalities commonly use the services of outside contractors. Municipalities also lease public property to others or permit private parties to use public facilities for events such as festivals, meetings, concerts, etc. When a contractor performs work for a public entity, or when public property is used by outside groups, the public entity's exposure to losses is increased.

Losses arising from these activities are largely outside the control of the public entity. The public entity, therefore, should not be liable for losses that occur.

Nevertheless, public entities have often been held liable for losses arising from the acts of others, especially when the other parties lack adequate resources or insurance coverage to pay a claim.

In these situations, it is prudent risk management to transfer the risk of loss to the party providing the service or using the public property. The party performing the activity is the party most likely to cause the loss. This party is also most able to prevent the loss. The responsibility to pay for losses should reside with the party that has the most opportunity to control losses. This is the simplest form of risk management.

The following are typical examples of areas in which a public entity can transfer responsibility to the party that has the authority to exercise loss control:

### **Examples of Risks that can be Transferred**

<u>Leases</u>	Public property leased to others such as buildings, ball fields, vehicles, equipment, etc.
<u>Bailments</u>	Public property in the hands of others for storage, repair, processing, or sale (e.g. vehicles being repaired off-site).
<u>Transportation</u>	Public property in transit under control of common or contract carrier (e.g. equipment being transported to or from a repair site).
<u>Property specifically worked on</u>	Public property being serviced on your premises by outside contractors.
<u>Construction and renovation</u>	Public property under construction or renovation by a contractor.
<u>Other contractual services</u>	Busing of school children, professional services (attorneys, architects, engineers, etc.), installation of computer equipment and software, asbestos removal, hauling of hazardous waste, etc.

## WAYS TO TRANSFER RISK

Below are two ways to transfer a risk of loss to the responsible party:

Contractual Agreement: You can enter into a contractual agreement that includes a *hold harmless clause* stating that the contractor or lessee will indemnify and hold you harmless in case of a loss. *This method alone does not ensure transfer of risk because the contractor or lessee may not carry appropriate insurance or have the financial ability to back up the indemnification.*

Certificate of Insurance: You can obtain a Certificate of Insurance from the contractor or lessee, which serves as proof that the contractor or lessee carries adequate insurance. *(See example in Exhibit C.)*

You should specify in the agreement with your contractor what coverages and limits the contractor or lessee should carry to adequately protect you.

You should also require that your entity be named as an additional insured on the contractor's or lessee's insurance policy. This is a standard request and should not impose a significant financial burden on the contractor or lessee.

MIIA recommends that any contractual agreement you enter into:

1. contains a hold harmless and indemnification clause;
2. specifies the types and limits of coverage the contractor or lessee must obtain; and,
3. agrees to name you as an additional insured on the appropriate insurance policy.

You should require a contractor or lessee to provide a Certificate of Insurance and a copy of the endorsement to their insurance policy naming you as an additional insured.

## CERTIFICATES OF INSURANCE

Obtaining a Certificate of Insurance provides the following important benefit:

Reduction of Claims for the MIIA Member: The possibility of claims and lawsuits against you due to the contractor's or lessee's activities may be greatly reduced. If claims are filed against the public entity, the contractor's or lessee's insurance should respond first, thereby reducing claims against your own policy. It is critical that the public entity be listed as an additional named insured under all circumstances as outlined in the next section.

### OBTAINING A CERTIFICATE OF INSURANCE

The purpose of obtaining a Certificate of Insurance is to show evidence that the contractor or lessee has adequate insurance coverage for losses arising out of the activities being performed. However, the certificate holder is not always informed of any changes to the policy limits and coverages or if the policy is cancelled. Therefore, an *additional insured* endorsement should be added to the contractor's or lessee's insurance policy, which contains language such as:

"It is agreed that (name of MIIA member) is hereby named as an additional insured with respect to (activities being performed). We (the insurance company) agree to Investigate and defend the insured against all claims for damages."

This endorsement to the policy will trigger coverage for you and will require the policy issuer to inform you of any changes or cancellations to coverage. The Certificate of Insurance should show the following:

1. Name and address of contractor's or lessee's insurance agent;
  2. Name of insurance company affording coverage;
  3. Policy number;
  4. Inception dates and expiration dates of coverage;
  5. Coverages afforded (usually General Liability, Automobile Liability, and Workers' Compensation, depending on the work being provided and the exposure to loss);
  6. Limits of coverages and any restrictions or deductibles that apply;
  7. Description of operations;
  8. The certificate holder's name;
  9. Requirement of at least a 30 day notice to certificate holder of any changes or cancellation of coverage;
  10. The authorized representative's signature, (please note that the Certificate of Insurance is NOT valid unless a signature of the authorized representative is shown).
- *Exhibit A shows MIIA 's recommended limits for contracts, leases, or permits. Use this language in bid specifications as well as actual contract negotiations. The language and form is intended to be flexible enough for many different types of agreements and for a wide variety of activities.*
  - *Exhibit B shows examples of insurance requirements for contractors/lessees.*
  - *Exhibit C shows a sample Certificate of Insurance Form.*

## **HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS**

MIIA recommends that a written agreement be in effect at all times when contracting for services. This agreement should contain a hold harmless/indemnification clause.

A hold harmless/indemnification clause should provide protection for all claims arising out of the agreement except those arising from your sole negligence. Thus, depending on the allegations made by the claimant, the party that you are contracting with is totally or in part responsible for your defense and indemnification without releasing you from responsibility for your actions.

Please note that any indemnification provision is separate and distinct from issuance of a Certificate of Insurance.

MIIA recommends that you seek legal review of the language by your town or city legal counsel before using any indemnification agreement.

*Exhibit D shows a commonly used form for contractor's indemnification agreement.*

*Exhibit E shows a commonly used form for lessee's indemnification agreement.*

## **WAIVER OF SUBROGATION - CONSTRUCTION CONTRACTS**

The standard AIA contract presented to municipalities and other public entities contains a waiver of subrogation provision, usually at §11.37. That provision states in part that:

The owner and contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other and (2) the architect, architect's consultants, separate contractors described in article VI...

By signing a contract with such a provision, you prevent MIIA from bringing subrogation actions in the name of the municipality to recover damages resulting from the negligence of contractors, architects, or subcontractors.

Insist on deleting such language from contracts prior to approval and signature.

In addition some standard contractors routinely alter standard provisions through "Supplementary General Conditions" or "Addendum."

You should include language that deletes all WAIVER OF SUBROGATION LANGUAGE IN ITS ENTIRETY among the "Supplementary General Conditions" or in "Contract Addendum."

## PROCEDURES

Below is our recommended procedure for obtaining, reviewing, and monitoring Certificates of Insurance. Use this guide to implement MIIA's recommendations or to review your existing practices.

- }] **Distribute this manual** to all departments and/or personnel having the responsibility and authority to solicit bids and/or negotiate contracts and leases or otherwise procure services and goods, and to your city attorney or town counsel.
- }] **Discuss these procedures at a department heads meeting** and reinforce the importance of requiring insurance and obtaining indemnification agreements and Certificates of Insurance.
- }] **Establish a centralized review function for bids**, contracts, leases, etc., to ensure that your procedures are being followed.
- }] **Attach the original Certificate of Insurance** to the signed copy of the agreement that is kept as the official record. Keep copies of all Certificates of Insurance in a central file for maintenance and updating.
- }] **Establish a central filing system** for maintenance of all Certificates of Insurance. A copy of the related indemnification clause should be attached to Certificates of Insurance.
- }] **Bring this program to the attention of your city attorney or town counsel**, whether or not you expect to use him or her in its everyday administration.
- }] **Retain expired certificates of insurance** in hard copy for a minimum of two years beyond the expiration of the agreement. Store or microfilm Certificates of Insurance for a minimum of five years beyond that. Certificates of Insurance for large contractual agreements, such as major building contracts, professional errors and omissions coverage, completed operations, etc., should be retained for a minimum of ten years.

*Exhibit F shows a copy of a Certificate of Insurance Expiration Notice to be provided to a contractor, lessee, and the appropriate insurance agent.*

- }] **Maintain a master list of agreements.** To simplify the task and ensure effective implementation of this program, MIIA recommends the use of a master-list such as the sample register shown as Exhibit G. The master list should include all contracts, agreements, permits, and special events for which you required indemnification agreements or Certificates of Insurance within each fiscal year. It will also serve as a reminder for expiring documents that require renewal.

The next page shows examples that will help you identify the types of agreements that should be included on this list. (This is not an all-inclusive list.)

Most Certificates of Insurance will be needed for one-time activities. Renewing these Certificates of Insurance will not be necessary. However, a member may need to obtain renewal Certificates of Insurance for the following reasons:

- Coverage should be maintained in force for the life of the agreement, and sometimes certain coverages may extend beyond the life of the contract, such as products and completed operations.
- Most MIIA policies expire on the same date. However, expiration dates for coverages on one certificate may be different for different policies. Each expiration date should be diaried.
- Claims-made policies should have an extended reporting period of at least 90 days (and shown on the Certificate of Insurance) beyond the expiration of the policy. An additional extended reporting period of 12 months should be provided if the insured cancels or does not renew coverage. Coverage should be maintained for the life of the agreement.

If the operations being performed continue beyond the expiration date(s) shown on the Certificate of Insurance, remind the contractor, lessee, and their appropriate insurance agent that a new Certificate of Insurance is required for the renewal at least 30 days before the actual expiration of the Certificate of Insurance.

**CONTRACTS**

Construction Street excavations or paving, traffic light installation, building repairs, additions, construction, roofing.

Non-Construction Custodial services, window washing, electrical, plumbing, relocation services.

Professional Services Architects, engineers, management consultants, attorneys, environmental assessments, computer systems, program installations and training.

Delivered Supplies Fuel or heating oil delivery, office equipment and maintenance, food services, vehicles and mobile equipment.

School Busing Regular busing, special education transportation, parks and recreation activities, summer camp transportation.

**PERMITS**

Utility Companies Working in right-of-way on town property including natural gas, electric, telephone, cable television, and water/sewer service.

Blasting Public or private development or construction.

On Public Land or Right-Of-Way Drain layers, driveway construction, curb or sidewalk construction, scaffolding.

**LEASES AND RENTALS**

Non-Athletic Use of public facilities by civic organizations or private corporations for regular meetings, dinners, speeches, etc., especially where large gatherings of people are expected.

Athletic Corporate sports leagues, youth athletic leagues, gymnasium, swimming pool, and skating rink rentals.

**SPECIAL EVENTS**

Special permits allowing alcoholic beverages in parks or at public facilities for festivals, parties, or parades.

All rides used temporarily at carnivals, church socials, school festivals, and civic fundraisers, if allowed to operate on public land.

Musical event sponsored by you or others or permitted on public land or right-of-way.

Use of a building, park or other facility for weddings, retirements, private parties, etc.

## **RELEASES FOR VOLUNTARY SCHOOL AND RECREATIONAL ACTIVITIES**

Cities, towns, and school districts should obtain written releases from participants in extra-curricular activities sponsored by the municipality. The content of the release is important. School districts and municipalities should follow the format of the attached release to ensure the maximum amount of protection for the district or municipality. In addition, make sure to review the language with your legal counsel.

The Supreme Judicial Court recently issued an opinion of great importance to public schools in Massachusetts. In the case of *Sharon v. City of Newton*, the Court upheld the validity of a release signed by a parent of a minor child for the purpose of permitting the child to engage in public school extra-curricular sports activities, in this case, cheerleading.

It is important to note that the Court indicated that such releases would likely not be valid for regular required school activities. However, the Court clearly held that releases for extracurricular activities are enforceable and serve the public good.

Steps to take:

- Review the content of the release you are using now and compare it with the recommended language attached. Have your legal counsel approve the final language of the release you plan to use.
- Make sure releases are signed and collected from each and every participant before permitting the person to participate in the activity.

Exhibit H	Voluntary School Release Form
Exhibit I	Recreational and Volunteer Activities Release form

## **RESPONDING TO REQUESTS FOR CERTIFICATES OF INSURANCE**

Thus far, this manual has concentrated on the importance of obtaining Certificates of Insurance and indemnification agreements from others.

This section describes some special situations where you might be required to furnish an outside party with a Certificate of Insurance.

The following are examples of situations in which you may be asked to provide a Certificate of Insurance:

### 1. Illustrations of requests for a Certificate of Insurance which require proof of liability only:

#### **General liability only**

Use of a non-owned facility for your own functions, such as:

- Lease of property for offices, day care centers, health clinics, etc.;
- Arts and crafts exhibitions, classes, seminars, etc.;
- Athletic practice sessions by school/town sports teams;
- Storage facilities at offsite premises;
- Use of a privately owned parking lot for your sponsored function;
- Hazardous waste removal to offsite storage;
- Drilling of test wells by your water department on private property.

#### **Automobile liability only**

- For any vehicle leased by you, such as vans, private passenger vehicles, street sweepers, etc.;
- For vehicles used by volunteer fire and/or ambulance companies.

#### **Property only**

- Lease or purchase agreements for equipment or property, such as telephone systems, computer equipment, lease of building, etc.;
- Financing agreements for automobiles, fire apparatus, mobile equipment.

### 2. Illustrations of situations in which you may be asked to name a third party as an additional insured on your policy:

#### **General liability only**

- Leased state or local property where you are responsible for maintenance and upkeep and the agreement states this requirement (i.e. highways, rights-of-ways, etc.)
- Ongoing use of privately owned parking lot for municipal purposes.

**Automobile liability only**

- Lease or purchase agreements with financial institutions/companies for specific vehicles (driver's education, cars, trucks, vans, etc.). This will sometimes include a loss payee request.
- Lease or rental agreements with transit districts for use of specific vehicles.

**Property only**

- Lease agreements for telephone systems;
- Lease or purchase agreements with vendors for computer equipment.

MIIA's staff is available to provide copies of these certificates upon request. Simply call your MIIA Customer Service Representative at 800-526-6442

## **EXHIBITS**

- A. Coverage Limits Recommendations
- B. Recommended Insurance Requirements for Contractors, Lessees
- C. Sample Certificate of Insurance Form
- D. Contractor's Indemnification Agreement
- E. Lessee's Indemnification Agreement
- F. Certificate of Insurance Expiration Notice
- G. Indemnification and Certificate of Insurance Register
- H. Voluntary School Release Form
- I. Recreational and Volunteers Activities Release Form

**EXHIBIT A**

**COVERAGE LIMITS RECOMMENDATIONS**

MIIA does not REQUIRE specific limits for contracts, leases, or permits. However, MIIA RECOMMENDS\* the following minimum limits of liability be obtained:

<b><u>Contract Type</u></b>	<b><u>Comm. Gen. Liab. (Broad Form)</u></b>	<b><u>Auto Liability</u></b>	<b><u>Workers' Comp. Employer Liability</u></b>
Construction	\$1,000,000	\$1,000,000	Statutory
Non-Construction	\$1,000,000	\$1,000,000	Statutory
Delivered Supplies			
Under Contract	\$1,000,000	\$1,000,000	Statutory
School Busing	\$1,000,000	\$1,000,000	Statutory
Professional Services	\$1,000,000	If applicable	Statutory

A \$1,000,000 minimum limit for OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY coverage is recommended in the name of a MIIA member in the following circumstances:

- the contractor's general liability policy does NOT name you as an additional insured, or the contractor's general liability policy is on a claims made basis. Professional liability errors and omissions coverage, with a \$1,000,000 limit, is recommended.

UMBRELLA COVERAGE/EXCESS COVERAGE is recommended for all large contracts with catastrophic exposures, or to bring underlying general liability and/or automobile liability coverage up to recommended levels.

**PERMITS**

Utility Company	\$1,000,000	\$1,000,000	Statutory
Blasting	\$1,000,000	\$1,000,000	Statutory
On Public Land/ Rights of Way	\$1,000,000	\$1,000,000	Statutory

**LEASES & RENTALS**

Non-athletic	\$1,000,000	If applicable	None
Athletic	\$1,000,000	If applicable	None

**SPECIAL EVENTS**

Carnival Rides	\$1,000,000	If applicable	Statutory
Concerts	\$1,000,000	If applicable	Statutory
Fireworks	\$1,000,000	If applicable	Statutory
Receptions, Parties	\$1,000,000	If applicable	Statutory

*\*Remember that these recommendations are preferred minimum standards. A member's own assessment of the potential severity of losses arising from various operations remains the best method of utilizing this risk transfer technique. There is no guarantee that these recommended limits will provide adequate protection in any particular situation. Members are encouraged to increase limit requirements as they see fit.*

## EXHIBIT B

### **RECOMMENDED INSURANCE REQUIREMENTS FOR CONTRACTORS, LESSEES**

The contractor or lessee shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the contractor or lessee, and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the Commonwealth of Massachusetts or otherwise acceptable to **(Municipality)**. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the contractor or lessee. Full disclosure of any non-standard exclusions is required for all required coverages.

- A. Broad form Commercial General Liability coverage naming **(Municipality)** as additional insured, written on a "per occurrence" basis and with an aggregate cap no less than 3 times the required limit: \$1,000,000, Combined Single Limit (C.S.L.) OR Commercial General Liability coverage that ( 1) does not name **(Municipality)** as additional insured, or (2) carries an aggregate loss limit less than three times the required limit, or (3) is written on a claims made policy form (minimum twelve months "tail" coverage required beyond completion of this agreement): C.S.L. AND Owner's and Contractor's Protective Liability coverage for and in the name of **(Municipality)**: \$1,000,000 C.S.L. (Separate policy must be submitted.)
- B. Automobile Liability coverage, including coverage for owned, hired or borrowed autos: \$1,000,000 C.S.L.
- C. Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$1,000,000 C.S.L. (Note: Existence of umbrella coverage may serve to satisfy underlying limits for Automobile and General Liability where existing limits do not meet requirements under A. & B. above.)
- D. Workers' Compensation coverage (per Massachusetts law) and Employer's Liability coverage: coverage A at statutory limits and coverage B at limits of \$100,000/\$500,000/\$100,000.
- E. Professional errors and omissions coverage for \_\_\_\_\_ (i.e., architects, engineers, etc.): \_\_\_\_\_ C.S.L.
- F. Other: All required insurance shall be certified by a duly authorized representative of the insurer(s) on the "MIIA Certificate of Insurance" form incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted with the bid and on file with **(Municipality)** prior to commencement of this agreement.

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>			ISSUE DATE (MM/DD/YY)
PRODUCER  Insurance Agency Address		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED  Contractor/Service Provider Address		<b>COMPANIES AFFORDING COVERAGE</b>			
		COMPANY LETTER	A Name of Insurance Company		
		COMPANY LETTER	B Name of Insurance Company		
		COMPANY LETTER	C		
		COMPANY LETTER	D		
COMPANY LETTER	E				
<b>COVERAGES</b>					
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.					
CO LTR	TYPE OF INSURANCE	Policy Number	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> <b>GENERAL LIABILITY</b>				BODILY INJURY OCC. \$
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG. \$
	<input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND				PROPERTY DAMAGE OCC. \$
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG. \$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER.				BI & PD COMBINED OCC. \$ 1,000,000
	<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG. \$ 1,000,000
	<input type="checkbox"/> INDEPENDENT CONTRACTORS BROAD FORM PROPERTY DAMAGE PERSONAL INJURY				PERSONAL INJURY AGG. \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS ( Priv. Pass. )				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (Other Than Priv. Pass.)				BODILY INJURY & PROPERTY DAMAGE COMBINED \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS				EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>EXCESS LIABILITY</b>				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM				
B	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS
					EACH ACCIDENT \$ 500,000
					DISEASE-POLICY LIMIT \$ 500,000
					DISEASE-EACH EMPLOYEE \$ 500,000
OTHER					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS The Town of _____ is an additional insured as its interests may appear.					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
Town of _____  Address _____			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY. ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE		
ACORD 25 (7/90)			©ACORD CORPORATION 1990		

**CONTRACTOR'S INDEMNIFICATION AGREEMENT**

**(Contractor)** shall, to the maximum extent permitted by law, indemnify and save harmless **(name of municipality)**, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work being performed or to be performed by **(Contractor)**, its employees, agents, subcontractors or material men. The existence of insurance shall in no way limit the scope of this indemnification. **(Contractor)** further agrees to reimburse **(name of municipality)** for damage to its property caused by **(Contractor)**, its employees, agents, subcontractors or material men, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by **(name of municipality)**'s gross negligence or willful misconduct.

**LESSEE'S INDEMNIFICATION AGREEMENT**

The **(Lessee)** shall, to the maximum extent permitted by law, indemnify and save harmless **(name of municipality)**, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with Lessee's lease or use of the **(name and address of building or facility)** for any damage to its real or personal property that occurs in conjunction with the lease or use of **(name and address of building or facility)** by Lessee, unless the damage is caused by **(name of municipality)**'s gross negligence or willful misconduct.

**EXHIBIT F**

**CERTIFICATE OF INSURANCE EXPIRATION NOTICE**

To: Name and Address \_\_\_\_\_  
Of Contractor/Lessee \_\_\_\_\_

Re: Contract Name/Leasing Name or Permit # \_\_\_\_\_

Date: \_\_\_\_\_

Your Certificate of Insurance evidencing coverage for \_\_\_\_\_  
(Type of Policy)

will expire on \_\_\_\_\_ In conformance with the conditions of your  
contract/lease/permit, please submit renewal certificates  
to:

\_\_\_\_\_  
MIIA Member

\_\_\_\_\_  
MIIA Member Address

Immediately. Failure to do so will be considered a breach of your agreement with THE MUNICIPALITY.

If the agreement has expired, or otherwise been completed, please provide the following information:

Date of \_\_\_\_\_ \*  
expiration/completion:

Name of person or Town agency to confirm \_\_\_\_\_

\*Please note that if the coverage provided was on a "claims-made" policy form, evidence of renewal or "tail" coverage must be provided for a minimum of 12 months beyond expiration of the agreement.

If you have questions, please  
call: \_\_\_\_\_

**INDEMNIFICATION AND CERTIFICATE OF INSURANCE  
REGISTER**

Agreements entered from  
7/1/04 to \_\_\_\_\_

<u>Class</u>	<u>Sponsoring Department</u>	<u>Third Party</u>	<u>Inception Date</u>	<u>Expiration Date</u>	<u>Indemnification Reviewed by Legal Counsel</u>	<u>Certificate Filed and Reviewed</u>	<u>Renewal Ordered Date/Initials</u>
1	Purchasing	XYZ Co	7/1/04	Upon Completion	Yes	Yes	5/30/05
2	Engineering	NYNEX	7/1/04	6/30/05	Yes	Yes	5/30/05
3	School Dept. Softball	TIC	7/1/04	6/30/05	No	Yes	N/A
4	Building	ABC	7/1/04	6/30/05	No	Yes	5/30/05

Classification Key:

- |              |                       |
|--------------|-----------------------|
| 1. Contracts | 3. Leases and Rentals |
| 2. Permits   | 4. Special Events     |

**VOLUNTARY SCHOOL RELEASE FORM**

I, the undersigned (insert legal relationship to student, e.g., “parent,” “guardian”) of (insert name of student)(“my child”), a minor, do hereby consent to my child’s participation in voluntary athletic or recreation programs of the Town/City or Public School of \_\_\_\_\_ (insert name of municipality).

I also agree to forever release the Town/City or Public School of \_\_\_\_\_, the School Committee, and all their employees, agents, board members, volunteers and any and all individuals and organizations assisting or participating in voluntary athletic or recreation programs of the Town/City or Public Schools (“the Releasees”) from any and all claims, rights of action and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to my child or property damage resulting from my child’s participation in the Town/City or Public School of \_\_\_\_\_ voluntary athletic or recreation programs.

I also promise, to indemnify, defend, and hold harmless the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries to my child or property damage resulting from my child’s participation in the Town/City or Public School of \_\_\_\_\_ voluntary athletic or recreation programs.

I further affirm that I have read this Consent and Release Form and that I understand the contents of this Form. I understand that my child’s participation in these programs is voluntary and that my child and I are free to choose not to participate in said programs. By signing this Form, I affirm that I have decided to allow my child to participate in the Town/City or Public School’s athletic or recreation programs with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage my child or I may suffer in voluntary Town/City or Public School athletic or recreation programs.

Signed: \_\_\_\_\_

Parent or Guardian of:  
\_\_\_\_\_

Date:

**RECREATIONAL AND VOLUNTEERS ACTIVITIES RELEASE FORM**

I, the undersigned (insert name), do hereby consent to my participation in voluntary or recreation programs of the Town/City of \_\_\_\_\_ (insert name of municipality).

I also agree to forever release the Town/City \_\_\_\_\_, and all their employees, agents, board members, volunteers and any and all individuals and organizations assisting or participating in any voluntary or recreation programs of the Town/City (“the Releasees”) from any and all claims, rights of action and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to myself or property damage resulting from my participation in the Town/City of \_\_\_\_\_ voluntary activities or recreation programs.

I also promise, to indemnify, defend, and hold harmless the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries to myself or property damage resulting from participation in the Town/City of \_\_\_\_\_ voluntary activities or recreation programs.

I further affirm that I have read this Consent and Release Form and that I understand the contents of this Form. I understand that my participation is voluntary and that I am free to choose not to participate in said programs. By signing this Form, I affirm that I have decided to participate in the Town/City as a volunteer or in its recreation programs with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage that I may suffer in voluntary activities Town/City or recreation programs.

Participant Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_