

INSURANCE AND INDEMNITY

FACILITY USE INSURANCE REQUIREMENTS

1. The Contracting party shall secure and maintain in force for the term of the contract, insurance coverage provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

The contracting party shall provide the University with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers' Compensation, shall name New Jersey City University, the State of New Jersey and the New Jersey Educational Facilities Authority, as additional insured.

2. Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, fire legal liability and contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000) product/completed operations aggregate. A "per location endorsement" shall be included, so that the general aggregate limit applies separately to the location that is the subject of this contract.
3. Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
4. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employer, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.
5. The contracting party shall provide all risk property insurance to protect its and its employees real and personal property located at the University, including any improvements made to the University's property by the contracting party or on behalf of the contracting party.
6. The contracting party shall require all subcontractors to comply with all of the insurance requirements described above. The contracting party shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work at the University. The contracting party shall provide copies of all subcontractor certificates of insurance to the University upon request.

7. Indemnification and Hold Harmless

The contracting party shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the State of New Jersey and the New Jersey Educational Facilities Authority, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from the use of the premises under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

8. Safety and Security

The contracting party is responsible for providing for the safety and security for all spectators, participants and employees at all times while using the University's facilities. It is the contracting party's sole obligation to inspect the facilities prior to each use. To identify any unsafe conditions and take appropriate action to repair, warn and give notice. If the unsafe condition is the University's responsibility, the contracting party must give notice to the University but continue to take action to warn and /or safeguard all spectators, participants and employees of the unsafe condition until the University makes the necessary repairs.