

INSURANCE REQUIREMENTS

WORK BASED LEARNING – NO PAY OR DISTRICT PAYS STUDENT

Insurance and License(s): With respect to the performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, if any, to maintain insurance and/or license(s) as indicated below:

- (a) **Commercial or Comprehensive General Liability insurance** covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent Contractor's liability, and personal injury liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile liability insurance** covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- (c) Each such insurance policy shall include the following:
 - 1) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
- (d) **Business and/or Other License(s).** Contractor represents and warrants that Contractor will comply with all federal, state, and local laws requiring business licenses, other license(s), and certificates required to carry out the services to be performed under this Agreement.
- (e) **Documentation:** The following insurance and license documentation shall be submitted to the District:
 - 1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.
 - 2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
 - 3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.
 - 4) Copy of Contractor's business license, and any other license or certification required to carry out the service to be performed under this Agreement. All such license(s) shall be submitted prior to commencement of services under this Agreement.

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- (f) Policy Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance and license requirements.
- (g) Material Breach: If Contractor, for any reason, fails to maintain insurance coverage or have the license(s) which are required pursuant to this Agreement, the same shall be deemed a material breach of contract. Contractor, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from the breach. Alternatively, District may purchase such required insurance coverage or license(s) and, without further notice to Contractor, District may deduct from sums due to District any premium or other costs advanced by District for such insurance or license(s). These remedies shall be in addition to any other remedies available to District.