

Contractor/Vendor Requirements

A vendor is a person or company who provides a service or sells goods such as:

- Bus Company, Food Truck
- Book Fair, Fundraising Company, Instructors
- Inflatable Company, Assembly Act
- DJ, Caterer, Food Purveyor, etc.

Insurance Requirements:

- a) Workers' Compensation Insurance: Required if vendors have employees engaged in the performance of work under the agreement.
- b) Comprehensive General Liability: Required \$1,000,000 Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and includes Bodily Injury, Property Damage, Personal Injury and Products Liability if applicable
- c) Automobile Liability Insurance: Required only if you are providing transportation (e.g., limousine or bus service) at a PTA event. \$5,000,000 limit required. \$1,500,000 for limousines with 15 or less passengers. Limousines must be school bus certified if over 10 students per AB830. Other autos at \$1M (including Food Trucks).

The vendor must meet the above insurance requirements and provide the following three items:

1. **Certificate of Insurance** naming California State PTA as the certificate holder and additional insured with the following language:
California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all their officers, directors, members and volunteers.
2. **Additional Insured Endorsement** CG 20 26 07 04 (can be a blanket form)
3. **Hold Harmless Agreement** - Completed and signed by the vendor (attached)

Instructions:

1. Provide the vendor with the complete section of requirements above.
2. Items 1, 2 and 3 above must be completed and obtained prior to the date of the event and kept on file at your location.
3. The PTA is responsible for collecting and confirming the special wording is accurate on the Certificate of Insurance.
4. Your vendor contract needs to be in the name of your PTA, not your school or an individual.

The PTA is not allowed to sign a Hold Harmless or Indemnity Agreement without prior review and consent from the PTA Insurance Broker.

Your vendor might already be approved. You can confirm by contacting AIM and requesting the "Approved Vendor List."

The California State PTA insurance does not cover vendors/concessionaires/service providers. Consequently, all vendors/concessionaires/service providers are required to provide Evidence of Insurance to each PTA unless annual Evidence of Insurance has been filed with the California State PTA Insurance Broker.

HOLD HARMLESS AGREEMENT
 FOR PTA FUND RAISING VENDORS/CONCESSIONAIRES/SERVICE PROVIDERS

Insurance Requirements:

- (a) Workers' Compensation Insurance: Required if you have employees engaged in the performance of work under the agreement.
- (b) Comprehensive General Liability: Required \$1,000,000 Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and includes Bodily Injury, Property Damage, Personal Injury and Products Liability if applicable.
- (c) Automobile Liability Insurance: Required only if you are providing transportation (e.g., limousine or bus service) at a PTA event. \$5,000,000 limit required. \$1,500,000 for Limo's with 15 or less passengers. Limousines must be school bus certified if over 10 students per AB830. Other Autos at \$1M (including Food Trucks).

If you (vendor/concessionaire/service provider) fall under (b) or (c), a Certificate of Insurance showing policy limits and an endorsement to the policy **MUST** be submitted with your contract.

Endorsement containing the following language MUST be added to the above policies (b) and (c) as an Additional Insured:

The California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all their officers, directors, members and volunteers.

The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance available to PTA and

 (Name of vendor/concessionaire/service provider)

I/We _____
 (vendor/concessionaire/ service provider) agree(s) to defend and to indemnify and hold harmless, the California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all of their officers, directors, members and volunteers with respect to my/our liability for "bodily injury," "property damage" or "personal and advertising injury" to the extent caused by my/our acts or omissions or for the acts or omissions of those acting on my/our behalf:

- A. In the performance of my/our ongoing operations; or
- B. In the sale or distribution of my/our products; or
- C. In connection with my/our premises rented to you.

Unless caused by the negligence of the California State PTA, unit, council or district PTAs.

NOTE: The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any unit, council, district or State PTA in California.

PRINT NAME OF ENTITY: _____

DATE: _____ SIGNED: _____
 (Vendor/Concessionaire/Service Provider)

PRINT NAME: _____ TITLE: _____

Vendor: If you wish to be included as an approved vendor on the PTA Insurance website contact our broker at (214) 360-0801 or email at CAPTA@aim-companies.com.

POLICY NUMBER: policy # here

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>California State PTA, all units, councils and districts of the California State PTA and all of their officers, directors, members and volunteers.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.