



**The Firemen's Association of the State of New York (FASNY)
Applicant Service Agreement**

FASNY strictly prohibits smoking on all FASNY property inclusive of ALL indoor and outdoor areas.

Insurance Requirements

- A.** The Applicant shall provide and maintain in full force and effect during the term of the Contract, all warranty periods and other periods as specified herein, insurance policies providing coverages as specified below, with limits of liability no less than those shown herein:
1. Workers' compensation and employer's liability. The commercial umbrella and/or employer liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
 2. Commercial general liability (CGL) and, if necessary, commercial Umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
 3. Business auto liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$ 1,000,000 each accident.
 4. Liquor Liability in the amount of \$ 1,000,000 will be required by Applicant providing this service.
- B.** CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- C.** **FASNY** together with its employees, subsidiaries, and authorized agents, shall be included as additional insureds under the CGL, using ISO Additional Insured Endorsement CG 20 10 or its equivalent, which shall include coverage for FASNY with respect to liability arising out of event of Applicant, and which coverage shall be maintained in effect for the benefit of FASNY shall also be included as Additional insureds under the commercial umbrella policy. It is agreed that Additional Insured coverage as required in this subparagraph shall apply as primary insurance.



- D.** **Applicant** will be responsible for and hereby releases FASNY, and their respective affiliates, directors, officers, employees and agents from all liability for loss or damage to Applicant equipment, structures, property of employees and other property. Applicant will maintain all risk insurance on such property in an amount equal to the full replacement value.
- E.** **Applicant** waives all right against FASNY and their respective affiliates, Directors, Officers, employees and agents from all liability for recovery of damages to the extent these damages are covered by the property, the Commercial General Liability, Business Auto Liability, Workers Compensation and Employers Liability, or Commercial Umbrella Liability insurance maintained pursuant to this agreement.
- F.** In the event of cancellation, alternation, or material change in any of the foregoing policies, thirty (30) days notice shall be mailed to FASNY.
- G.** All insurance policies required shall be issued by licensed, reputable, and financially stable insurance companies. FASNY may reject insurance written by any insurer it deems in an unsatisfactory financial condition.
- H.** Certificate of Insurance: Prior to Applicant starting date, Applicant shall furnish FASNY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide 30 days' written notice FASNY prior to the cancellation (or material change) of any insurance referred to therein.

All certificates shall indicate "This insurance is primary" to FASNY's insurance coverage.

Failure of FASNY to demand such certificate or other evidence of full compliance with these requirements or failure of FASNY to identify a deficiency from evidence that is provided shall not be construed as a waiver of Applicant's obligation to maintain such insurance.

FASNY shall have the right, but not the obligation, of prohibiting Applicant or any other Applicant from entering the property until such certificate(s) or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by FASNY

Failure to maintain the required insurance may result in termination of this contract at FASNY option.



**THE FIREMEN'S ASSOCIATION OF THE STATE OF NEW YORK (FASNY)
Applicant Agreement and Insurance Requirements**

FASNY strictly prohibits smoking on all FASNY property inclusive of ALL indoor and outdoor areas.

This agreement is between _____ hereinafter called Applicant, and FASNY, its affiliates, employees and authorized representatives, hereinafter called FASNY.

Applicant hereby agrees to indemnify, defend and hold harmless FASNY the Owner of property located at Harry Howard Avenue, Hudson, NY and 107 Washington Avenue, Albany, NY and its employees, agents, and authorized representative, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses whether arising in preparation of, during, or related to completion of applicant's events on FASNY property and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault, or negligence whether active or passive of Applicant, or of anyone acting under its direction or control caused by the Applicant's negligence. Applicant's aforesaid indemnity and hold harmless obligations, or portions or applications thereof shall apply to the fullest extent permitted by law.

FASNY shall not be held responsible or liable for the events, actions or negligence of the Applicant, or for any injuries to persons or damage to property resulting from these events, actions or negligence held on FASNY property or any third party. The Applicant hereby indemnifies and agrees to hold harmless FASNY and its employees from and against any and all claims, judgments, and damages to persons or property occasioned by the event, including injury to the Applicant's employees, FASNY, its employees and customers, due to Applicant's actions or negligence.

FASNY

Applicant

Signature / Date

Signature / Date

Revised/Updated: 04/29/14
01/07/15