



**THE FIREMEN'S ASSOCIATION OF THE STATE OF NEW YORK (FASNY)**  
Sport League Service 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 Sport League, and FASNY, its affiliates, employees and authorized representatives, hereinafter called FASNY.

Sport League 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 before, during, or after completion of events for 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 Sport League, or of anyone acting under its direction or control. Sport League'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 of the Sport League, or for any injuries to persons or damage to property resulting from these events held on FASNY property or any third party. The Sport League 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 sporting event, including injury to the Sport League employees, FASNY, its employees and customers.

\_\_\_\_\_  
**FASNY**  
\_\_\_\_\_  
**Signature / Date**

\_\_\_\_\_  
**Sport League**  
\_\_\_\_\_  
**Signature / Date**



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

**Insurance Requirements**

- A.** The Sport League 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 employers 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. If applicable for event.
  - 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 Vendor 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 Sport League, 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.** **Sport League** 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 Sport League equipment, structures, property of employees and other property. Sport League will maintain all risk insurance on such property in an amount equal to the full replacement value.



- E. Sport League** 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 Sport League starting date, Sport League 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 Sport League's obligation to maintain such insurance.

FASNY shall have the right, but not the obligation, of prohibiting Sport League or any other Sport League 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.

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**FASNY**

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**Sport League**

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**Signature / Date**

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**Signature / Date**