

CONTRACT ADDENDUM

INDEMNIFICATION, HOLD HARMLESS AND INSURANCE AGREEMENT

This Agreement, made this ____ day of _____, 20 ____, is an addendum to the Contract between _____ (“Vendor”), and the Lewis County Agricultural Society (“the Society”), with an office and principal place of business at 5485 Bostwick Street (P.O. Box 51) Lowville, New York 13367, dated _____.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, _____ (“Vendor”), Agrees and Its own cost to defend, indemnify and hold harmless Lewis County Agricultural Society, (“the Society”), its officers, directors, shareholders, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part, including but not limited to any deductibles, and in any manner from the acts, omissions breach or default of Vendor, in connection with the performance of any work by Vendor, its officers, directors, agents, and employees. This agreement is continuous until terminated by either party with written notice.

INSURANCE

Vendor hereby agrees that it will obtain and keep in force insurance policy/policies to cover its liability hereunder and to defend and save harmless the Society in the minimum amount of \$1,000,000 per occurrence \$2,000,000 aggregate for bodily injury, property damage, and personal and advertising injury.

Said liability policies shall 1) name the Society as an Additional Insured and 2) be primary and non-contributory to any other insurance policies which provide insurance protection to Society.

The Vendor will obtain and keep in force Workers Compensation Insurance including Employers Liability to the full statutory limits.

Vendor acknowledges that failure to obtain the insurance as set forth above on behalf of the Society constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Society. The Vendor is to provide the Society with a certificate of insurance, evidencing the above requirements have been met prior to providing services to the Society. The failure of the Society to object to the contents of the certificate or the absence of it shall not to be deemed a waiver of any and all rights held by the Society.

VENDOR: _____

By: _____

Title: _____

Date: _____

LEWIS COUNTY FAIR BOARD/AGRICULTURAL SOCIETY

By: _____

Title: _____

Date: _____