

New Windsor Community Day

For vendors who have not yet submitted your COI: Please note that a Certificate of Insurance is **required** to receive your space assignment. We cannot finalize your booth location until this documentation is on file.

Insurance Requirements

All vendors must provide the following:

- **Minimum \$1 million vendor liability policy** is required
- **Certificate of Insurance must name the Town of New Windsor as an additional insured**
- Certificate must be sent to BSD.Shelton.PE.CertificateTracking@ajg.com prior to the event

Next Steps

If you have not yet submitted your Certificate of Insurance, please contact your insurance provider immediately to:

1. Confirm your policy meets the \$1 million minimum requirement
2. Request a certificate naming the Town of New Windsor as an additional insured
3. Email the certificate to BSD.Shelton.PE.CertificateTracking@ajg.com

If you do not currently have insurance, you can purchase a policy using this link:

Artist & Craft Show: [Artist and Craft Show Liability Insurance | ACT Insurance](#)

Food Vendors/Trucks: [Best Food Business Insurance - FLIP](#)

Important: Space assignments cannot be completed without your COI on file. To avoid any delays or complications, please submit your documentation as soon as possible.

TOWN OF NEW WINDSOR
INSURANCE GUIDANCE
NEW WINDSOR COMMUNITY DAY ONLY

FOR RIDE AND ENTERTAINMENT VENDORS:

PROOF OF THE FOLLOWING INSURANCE IS REQUIRED:

All Contractors, any Subcontractor and its Sub-Subcontractors, at their own expense, shall purchase and maintain insurance of the following types of coverage and limits of liability through insurance carriers licensed to provide insurance in the State of New York and have an A.M. Best Company rating of “A-“ or better. These insurances shall be maintained by the Contractor, Subcontractor and its Sub-Subcontractors prior to the earlier of the commencement of work or the effective date of the subcontract/purchase order, whichever comes first, through and including any warranty period along with and including any Completed Operations requirements.

Failure for the Contractor to identify deficiencies in any insurance provided by Subcontractor or Sub-Subcontractor shall not relieve Subcontractor or Sub-Subcontractor from any insurance obligations.

1. **Workers’ Compensation and Employers Liability Insurance:**

- a) Statutory Coverage for all employees including those statutorily exempt – i.e. – Sole Proprietors, Partners, Limited Liability Members or Executive Officers.
- b) As required by the New York State Workers Compensation Law, all out of state Contractors working in New York must provide a Workers Compensation Insurance Policy that specifically lists New York in Item 3A of the Policy Information page. Coverage limits must be at least \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
- c) Workers' Compensation and Employers Liability Insurance must be in effect during the day of the event and any rain date.

2. **Commercial General Liability Insurance** – Provide a General Liability Certificate of Insurance covering all operations by or on behalf of Vendor to include coverage for premises, operations and mobile equipment; independent contractors; products liability/completed operations; contractual liability [including liability for an employee injury]; broad form property damage & personal injury liability, in effect on the date of the event and any rain date, listing **“TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553”** as an additional insured on a primary non-contributory basis and Certificate Holder. The Description of Operations Box must reference **“All work relative to NEW WINDSOR COMMUNITY DAY, __, 20__ ; RAIN DATE: , 20__ TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** is listed as additional insured.” Commercial General Liability Insurance must be in effect during the day of the event and any rain date.

Required limits of:

- Commercial General Liability coverage not less than one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate.
- Personal and advertising injury of not less than one million dollars (\$1,000,000);
- Fire damage (any one fire) of not less than one hundred thousand dollars (\$100,000);
- Product Liability/Completed Operations Aggregate coverage of not less than one

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million dollars \$1,000,000. Contractual liability (including liability for employee injury assumed under a contract) provided by the ISO Occurrence Form CG 00 01 1001. Policy may NOT include the restrictive endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for Vendor's sole negligence which has been assumed by contract. No residential exclusion and the certificate of insurance must affirmatively state, on the Certificate of Insurance, "no exclusions to the above stated Product Liability/Completed Operations coverage are attached to this policy."

3. **Commercial General Liability Additional Insured Endorsement** – Provide an Additional Insured Endorsement (*a document separate and apart from the Certificate of Insurance bearing the language necessary to record a change in an insurance policy*) naming "**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**" as additional insured. The policy #s must be typewritten on the endorsements. [Form CG 2010 and form CG 2037, or equivalent].
 - a) COMMERCIAL GENERAL LIABILITY POLICY must contain primary and non-contributory endorsement, including waiver of subrogation.
4. **Commercial General Liability Notice of Cancellation Endorsement** – Provide a 30-Day Notice of Cancellation Endorsement (*a document separate and apart from the Certificate of Insurance bearing the language necessary to record a change in an insurance policy*) providing "**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**" with a minimum of 30-day notice of cancellation. The policy #s must be typewritten on the endorsement.
5. **COMMERCIAL BUSINESS/AUTOMOBILE LIABILITY INSURANCE** – Proof of Commercial Business/Automobile Liability Insurance Certificate for any owned, hired, and/or non-owned auto, with a required limit of not less than one million dollars (\$1,000,000), combined single limit, naming **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**, as an additional insured on a primary and non-contributory basis. Commercial Business/Automobile Liability Insurance must be in effect during the day of the event and any rain date.
6. **COMMERCIAL UMBRELLA LIABILITY INSURANCE** – Proof of Commercial Umbrella Liability Certificate with a required limit of not less than four million dollars (\$4,000,000), combined single limit for bodily injury and property damage, naming **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**, as an additional insured for ongoing work and completed operations relative to **NEW WINDSOR COMMUNITY DAY, _____, 20____; RAIN DATE _____, 20____ TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**, said policy shall apply as primary insurance on a non-contributing basis for the benefit of the additional insured before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insured with the exception of the contractor's General Liability and Automobile Liability policies. Umbrella coverage shall be as broad as the Primary coverage in 3 and 6 above. Commercial Umbrella Liability Insurance must be in effect during the day of the event and any rain date.

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7. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS (THIS APPLIES TO ALL VENDORS):**

The following language, or language equivalent thereto, must be included and agreed to by all contractors that either bid on work to be performed for the Town or who agree to perform work for Town, which may not have been subject to bid requirements under the NYS GML:

“To the fullest extent permitted by law, the aforementioned contractor agrees it shall defend, indemnify, and hold harmless the Town of New Windsor from and against the entire amount of any and all claims, losses, damages, penalties, fines and expenses (including without limitation, reasonable attorneys’ fees) arising from or relating to contractor’s work or the presence of contractor or a Responsible Party on the Project site on behalf of contractor, or otherwise occurring in connection therewith. Contractor’s aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless, to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the parties released, indemnified or held harmless. In claims against any person or entity indemnified under this paragraph by an employee of contractor, or anyone directly or indirectly employed by a contractor, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for contractor under workers’ or workmen’s compensation acts, disability benefits or other employee acts.”

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FOR FOOD VENDORS:

1. **VALID DEPARTMENT OF HEALTH PERMIT.**

2. **Workers' Compensation and Employers Liability Insurance:**
 - Statutory Coverage for all employees including those statutorily exempt – i.e. – Sole Proprietors, Partners, Limited Liability Members or Executive Officers.

 - As required by the New York State Workers Compensation Law, all out of state Contractors working in New York must provide a Workers Compensation Insurance Policy that specifically lists New York in Item 3A of the Policy Information page. Coverage limits must be at least \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.

 - Workers' Compensation and Employers Liability Insurance must be in effect during the day of the event and any rain date.

3. **Commercial General Liability Insurance** – Proof of Commercial General Liability coverage via Certificate of Insurance covering all operations by or on behalf of contractor to include coverage for premises, operations and mobile equipment; independent contractors; products liability/completed operations; contractual liability [including liability for an employee injury]; broad form property damage & personal injury liability listing “**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**” as an additional insured and Certificate Holder. The Description of Operations Box must reference “All work relative to **NEW WINDSOR COMMUNITY DAY, _____, 20__**; **RAIN DATE: _____, 20__** **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** is listed as additional insured.” Commercial General Liability Insurance must be in effect during the day of the event and any rain date.

Required limits of:

 - Commercial General Liability coverage not less than one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate

 - Personal and advertising injury of not less than one million dollars (\$1,000,000);

 - Fire damage (any one fire) of not less than one hundred thousand dollars (\$100,000);

 - Medical expense (any one person) of not less than five thousand dollars (\$5,000);

 - Product Liability/Completed Operations Aggregate coverage of not less than one million dollars \$1,000,000.

4. **Commercial General Liability 10-Day Notice of Cancellation** – The Description of Operations Box must reference a 10-Day Notice of Cancellation to “**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**”.

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5. **COMMERCIAL BUSINESS/AUTOMOBILE LIABILITY INSURANCE** – Provide a Commercial Business/Automobile Liability Insurance Certificate for any owned, hired, and/or non-owned auto, with a required limit of not less than one million dollars (\$1,000,000), combined single limit, naming **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**, as an additional insured. Commercial Business/Automobile Liability Insurance must be in effect during the day of the event and any rain date.
6. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS (THIS APPLIES TO ALL VENDORS):**

The following language, or language equivalent thereto, must be included and agreed to by all contractors that either bid on work to be performed for the Town or who agree to perform work for Town, which may not have been subject to bid requirements under the NYS GML:

“To the fullest extent permitted by law, the aforementioned contractor agrees it shall defend, indemnify, and hold harmless the Town of New Windsor from and against the entire amount of any and all claims, losses, damages, penalties, fines and expenses (including without limitation, reasonable attorneys’ fees) arising from or relating to contractor’s work or the presence of contractor or a Responsible Party on the Project site on behalf of contractor, or otherwise occurring in connection therewith. Contractor’s aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless, to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the parties released, indemnified or held harmless. In claims against any person or entity indemnified under this paragraph by an employee of contractor, or anyone directly or indirectly employed by a contractor, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for contractor under workers’ or workmen’s compensation acts, disability benefits or other employee act.”

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FOR MERCHANDISE VENDORS:

1. **VALID DEPARTMENT OF HEALTH PERMIT.**

2. **Workers' Compensation and Employers Liability Insurance:**
 - Statutory Coverage for all employees including those statutorily exempt – i.e. – Sole Proprietors, Partners, Limited Liability Members or Executive Officers.

 - As required by the New York State Workers Compensation Law, all out of state Contractors working in New York must provide a Workers Compensation Insurance Policy that specifically lists New York in Item 3A of the Policy Information page. Coverage limits must be at least \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.

 - Workers' Compensation and Employers Liability Insurance must be in effect during the day of the event and any rain date.

3. **Commercial General Liability Insurance** – Proof of Commercial General Liability coverage via Certificate of Insurance covering all operations by or on behalf of contractor to include coverage for premises, operations and mobile equipment; independent contractors; products liability/completed operations; contractual liability [including liability for an employee injury]; broad form property damage & personal injury liability listing “**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**” as an additional insured and Certificate Holder. The Description of Operations Box must reference “All work relative to **NEW WINDSOR COMMUNITY DAY, _____, 20__**; **RAIN DATE: _____, 20__** **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** is listed as additional insured.” Commercial General Liability Insurance must be in effect during the day of the event and any rain date.

Required limits of:

 - a. Commercial General Liability coverage not less than one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate.
 - b. Personal and advertising injury of not less than one million dollars (\$1,000,000);
 - c. Fire damage (any one fire) of not less than one hundred thousand dollars (\$100,000);
 - d. Product Liability/Completed Operations Aggregate coverage of not less than one million dollars \$1,000,000.

4. **Commercial General Liability 10-Day Notice of Cancellation** – The Description of Operations Box must reference a 10-Day Notice of Cancellation to “**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**”.

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5. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS (THIS APPLIES TO ALL VENDORS):**

The following language, or language equivalent thereto, must be included and agreed to by all contractors that either bid on work to be performed for the Town or who agree to perform work for Town, which may not have been subject to bid requirements under the NYS GML:

“To the fullest extent permitted by law, the aforementioned contractor agrees it shall defend, indemnify, and hold harmless the Town of New Windsor from and against the entire amount of any and all claims, losses, damages, penalties, fines and expenses (including without limitation, reasonable attorneys’ fees) arising from or relating to contractor’s work or the presence of contractor or a Responsible Party on the Project site on behalf of contractor, or otherwise occurring in connection therewith. Contractor’s aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless, to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the parties released, indemnified or held harmless. In claims against any person or entity indemnified under this paragraph by an employee of contractor, or anyone directly or indirectly employed by a contractor, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for contractor under workers’ or workmen’s compensation acts, disability benefits or other employee acts.”

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**FOR MERCHANDISE VENDORS THAT DON'T HAVE COMMERCIAL
GENERAL LIABILITY COVERAGE:**

1. **HOMEOWNER'S GENERAL LIABILITY** - Proof of Homeowner's Insurance via a Homeowner's Certificate of Liability Insurance listing "**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**" as additional insured and Certificate Holder. The Description of Operations Box must reference "All work relative to **NEW WINDSOR COMMUNITY DAY, _____, 20____ (date of event); RAIN DATE _____, 20____ (date of rescheduled event) TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** is listed as additional insured." Homeowner's General Liability must be in effect during the day of the event and any rain date.
2. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS (THIS APPLIES TO ALL VENDORS):**

The following language, or language equivalent thereto, must be included and agreed to by all contractors that either bid on work to be performed for the Town or who agree to perform work for Town, which may not have been subject to bid requirements under the NYS GML:

"To the fullest extent permitted by law, the aforementioned contractor agrees it shall defend, indemnify, and hold harmless the Town of New Windsor from and against the entire amount of any and all claims, losses, damages, penalties, fines and expenses (including without limitation, reasonable attorneys' fees) arising from or relating to contractor's work or the presence of contractor or a Responsible Party on the Project site on behalf of contractor, or otherwise occurring in connection therewith. Contractor's aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless, to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the parties released, indemnified or held harmless. In claims against any person or entity indemnified under this paragraph by an employee of contractor, or anyone directly or indirectly employed by a contractor, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for contractor under workers' or workmen's compensation acts, disability benefits or other employee acts.

