

VENDOR AGREEMENT

This Vendor Agreement is made and entered into as of [insert date here] by and between the Town of New Windsor, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business at 555 Union Avenue, New Windsor, New York 12553, (hereinafter "Town"), and [vendor name], with its principal place of business at _____, (hereinafter "Vendor").

Services:

- Vendor shall provide [description of goods or services to be provided] at Town's [event name], which is scheduled to take place on [insert event date]. In the event of rain or weather that requires the event be rescheduled, Vendor shall make every effort to attend the rescheduled event, in which case this Agreement shall control.

Payment:

- Vendor shall pay Town any and all fees required to participate in the event, in full, at the same time this Agreement is executed. Vendor further understands and agrees that no refunds will be provided if Vendor cancels after execution of this Agreement, including but not limited to instances where the event is rescheduled.

Responsibilities:

- Vendor must supply its own equipment and shall be responsible for set up, operation (if applicable) and removal of all such equipment, including but not limited to all displays, goods, wares, and materials used and/or sold at the event. Vendor shall remove all the aforementioned items from the event site immediately following the event's close. If Vendor fails to remove all items from the event site and clean their display/booth area as required, the Town will impose a cleaning fee to cover its costs for same and the Vendor's privilege to attend any future events may be revoked.
- At no time should hot water, oil, grease, or any other liquid or garbage in general be dumped on the grass in or around the area of Vendor's display/booth area or within any park used to host the event. Vendors must dispose of any such waste in a proper garbage receptacle. If Vendor fails to comply with this responsibility, a cleaning fee may be charged and Vendor's privilege to attend any future events may be revoked.
- All items presented and displays used at the event must be suitable for a family audience, as determined solely by the Town. If any such items or displays are deemed unsuitable, Vendor shall remove same immediately, or the Town will do so on its own. Vendor shall not be entitled to any refund in the event of such removal, whether voluntary or involuntary.
- Vendor is solely responsible for obtaining and providing the Town with all permits and licenses, including but not limited to those needed from the relevant Health Department, which may be necessary to peddle or sell the Vendor's goods, wares and services, and any necessary to display or operate materials, games, rides and equipment at the event. Failure to provide any such permits or licenses prior to the event shall be cause to terminate this Agreement and Vendor's right to participate in the Town's event, with no legal recourse or refund of fees paid.
- Vendor shall be responsible for all excise and state sales tax due as a result of the goods sold or services provided at the event.
- Vendor shall comply with all Town requirements for the event, including but not limited to times for set up and break down of Vendor displays or the like.

- Vendor, or an authorized employee, volunteer, agent, or representative of Vendor, must be present during all hours of operation at the event.
- Vendor will permit only its employees, volunteers, authorized agents and representatives to handle, prepare or sell its products and services at the event.
- Vendor will obtain general liability insurance coverage for the event, which will also name the Town as an additional insured on the policy. Minimum general liability policy limits shall be required and dependent on the service Vendor intends to provide at the event. Such minimum general liability policy limits are set forth in the "Insurance Instructions" annexed to this Agreement. A Certificate of Insurance reflecting such coverage must be provided to the Town at the same time Vendor's application and payment to attend the event is submitted.
- Vendor agrees to coordinate with the Town's event coordinator, and the event coordinator's employees, agents and volunteers, to ensure that all aspects of their sales and services align with the event's scheduling and requirements, including but not limited all those discussed above.
- It is understood and agreed that the Town shall make every effort to produce a successful event, but cannot and will not warrant any level of attendance, weather conditions, sales or other circumstances, all of which are beyond its control.

Indemnification:

- To the fullest extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless the Town 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 the Vendor's activities at the event, and any claims arising from or relating to activities of the Vendor's employees, agents or volunteers at the event. This release, indemnification and hold harmless obligation 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 (n.b. the Town), 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. As to claims against any person or entity indemnified under this paragraph by an employee, agent or volunteer working for or at the direction of the Vendor, or for anyone else for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited to any amount or by any type of damages, compensation, or benefits payable by or for the Vendor under workmen's compensation, disability coverage or other laws governing employee claims.

Entire Agreement:

- This Agreement constitutes the entire understanding between the parties and supersedes any other communication, representation or agreement, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Town of New Windsor

By: Stephen A. Bedetti
 Stephen A. Bedetti, Town Supervisor

Vendor: _____

By: _____
 [Print name and Title here]

SAMPLE CERTIFICATES OF INSURANCE, WITH CLEAR INDICATIONS AS TO TYPE OF SERVICE PROVIDED (I.E., FOOD VENDORS, MERCHANDISE VENDORS, RIDE & ENTERTAINMENT VENDORS)

FOOD VENDORS

SUMMARY OF INSURANCE REQUIRED FROM FOOD VENDORS:

See Detailed Requirements, which follow

Commercial General:

Commercial General Liability coverage with the following minimum limits is required (*also see sample Certificate of Liability Insurance provided*):

- Each occurrence: \$1,000,000
- General aggregate: \$2,000,000
- Personal & Advertising injury: \$1,000,000
- Products & Completed Operations: \$1,000,000 each occurrence (\$2,000,000 aggregate, which is generally included in the aggregate amount noted above)
- Damage to rented premises: \$100,000
- Medical expenses: \$5,000
- Automobile Liability: \$1,000,000
- Excess/Umbrella Liability – each occ. \$1,000,000
- Excess/Umbrella Liability – aggregate \$2,000,000
- Liquor Liability (if applicable) \$1,000,000

Workers' Compensation:

Minimum Coverage Limits of:

- *\$1.0 million per accident* (this is the maximum amount the insurer will pay for all claims arising from a single accident, regardless of the number of employees involved)
- *\$1.0 million per policy year* (this is the maximum amount the insurer will pay for all claims related to bodily injury during the policy year)
- *\$1.0 million per employee* (this is the maximum amount the insurer will pay for damages to due bodily injury by disease to any one employee)

Proof of Workers' Compensation coverage, with minimum policy limits noted above, may be provided via any of the following forms: C-105.2

U-26.3

SI-12 / GSI-105.2

CE-200

All of the above referenced forms (except SI-12 and CE-200) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.

Disability:

Additional information can be obtained at the Workers' Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>
Proof of Disability Benefits Insurance coverage, in effect on the day of the event and any rain date, must be provided on one of the following forms:

| FORM # | FORM TITLE |
|----------|--|
| DB-120.1 | Certificate of Insurance Coverage under the New York State Disability Benefits Law |
| DB-155 | Certificate of Disability Self-Insurance |
| CE-200 | Certificate of Attestation of Exemption (when Contractor meets the requirements.) |

All of the above referenced forms (except CE-200 and DB-155) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Workers' Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

DETAILED REQUIREMENTS FOR FOOD VENDORS:

1. **VALID DEPARTMENT OF HEALTH PERMIT.**
2. **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**" 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."

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 [per project basis];
- 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 two million dollars \$2,000,000 with an effective time of coverage after the applicable services or products are rendered or provided of not less than two (2) years from the date of the event. Contractual liability (including liability for employee injury assumed under a contract) provided by the Standard ISO Policy Form CG 00 01. 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 endorsements.

5. **COMMERCIAL BUSINESS/AUTOMOBILE LIABILITY INSURANCE** – Provide a Commercial Business/Automobile Liability Insurance Certificate for "any auto", including all owned, hired and non-owned autos, 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.

6. **COMMERCIAL UMBRELLA LIABILITY INSURANCE** – Provide a Commercial Umbrella Liability Certificate with a required limit of not less than two million dollars (\$2,000,000), 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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
TODAY'S DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|--------|
| PRODUCER INSURANCE AGENCY NAME ADDRESS | CONTACT NAME: AGENT'S NAME | |
| | PHONE (A/C, No, Ext): AGENT'S PHONE FAX (A/C, No): | |
| | E-MAIL ADDRESS: AGENT'S E-MAIL ADDRESS | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED VENDOR'S OR CONTRACTOR'S NAME MAILING ADDRESS | INSURER A: INSURANCE CARRIER NAME | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | X | INSERT POLICY # | xx/xx/xxxx | xx/xx/xxxx | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | X | X | INSERT POLICY # | xx/x/xxxx | xx/xx/xxxx | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | X | INSERT POLICY # | xx/xx/xxxx | xx/xx/xxxx | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N <input type="checkbox"/> A | X | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VENDOR'S (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of New Windsor, and its agents, officers, directors and employees, 555 Union Ave., New Windsor, NY 12553, are an Additional Insured and Certificate Holder, on a primary & non-contributory basis, including ongoing & completed operations per endorsement #xxx(copy attached). 30 day Notice of Cancellation applies per endorsement #xxx (copy attached). Relative to all Work in connection with [insert purpose for the insurance, i.e., New Windsor Community Day to be held on the ___ day of ___, 20___ with main date of ___ day of ___, 20___.] Waiver of Subrogation applies to General Liability, Auto, Umbrella & Workers' Compensation as per endorsement #xxx. (copies attached).***POLICY HOLDER MUST SHOW EVIDENCE OF ADDITIONAL INSURED COVERAGE, PRIMARY & NON-CONTRIBUTORY AND WAIVER OF SUBROGATION BY ENDORSEMENT. PLEASE ATTACH COPIES OF ALL ENDORSEMENTS TO CERTIFICATE.

| | |
|---|---|
| CERTIFICATE HOLDER TOWN OF NEW WINDSOR 555 UNION AVENUE NEW WINDSOR, NY 12553 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE MUST BE SIGNED |



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|--|---|
| <p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Vendor's or Contractor's Name Mailing Address</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e a Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured (555)867-5309</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 000000000</p> |
| <p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>TOWN OF NEW WINDSOR 555 UNION AVENUE NEWWINDSOR, NY 12553</p> | <p>3a. Name of Insurance Carrier Insurance Carrier Name</p> <p>3b. Policy Number of entity listed in box "1a": 123456789</p> <p>3c. Policy effective period: _____ to _____</p> <p>3d. The Proprietor, Partners or Executive Officers are:</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (555)867-5309

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it. C-105.2(9-17)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Food Vendors Sample



**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

| | |
|--|--|
| <p>1a. Legal Name & Address of Insured (use street address only) Vendor's or Contractor's Name Mailing Address</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p> | <p>1b. Business Telephone Number of Insured (555)876-5309</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 000000000</p> |
|--|--|

| | |
|---|---|
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>TOWN OF NEW WINDSOR 555 UNION AVENUE NEW WINDSOR, NY 12553</p> | <p>3a. Name of Insurance Carrier Insurance Carrier Name</p> <p>3b. Policy Number of Entity Listed in Box "1a" 123456789</p> <p>3c. Policy effective period 1/1/2025 to 1/1/2026</p> |
|---|---|

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy Covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed _____ By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (555)876-5309 Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**
DB-120.1 (10-17)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

MERCHANDISE VENDORS

SUMMARY OF INSURANCE REQUIRED FROM MERCHANDISE VENDORS:

See Detailed Requirements, which follow

Commercial General:

Commercial General Liability coverage with the following minimum limits is required (*also see sample Certificate of Liability Insurance provided*):

- Each occurrence: \$1,000,000
- General aggregate: \$2,000,000
- Personal & Advertising injury: \$1,000,000
- Products & Completed Operations: \$1,000,000 each occurrence (\$2,000,000 aggregate, which is generally included in the aggregate amount noted above)
- Damage to rented premises: \$100,000
- Medical expenses: \$5,000
- Automobile Liability: \$1,000,000
- Excess/Umbrella Liability – each occ. \$1,000,000
- Excess/Umbrella Liability – aggregate \$2,000,000
- Liquor Liability (if applicable) \$1,000,000

Workers' Compensation:

Minimum Coverage Limits of:

- *\$1.0 million per accident* (this is the maximum amount the insurer will pay for all claims arising from a single accident, regardless of the number of employees involved)
- *\$1.0 million per policy year* (this is the maximum amount the insurer will pay for all claims related to bodily injury during the policy year)
- *\$1.0 million per employee* (this is the maximum amount the insurer will pay for damages to due bodily injury by disease to any one employee)

Proof of Workers' Compensation coverage, with minimum policy limits noted above, may be provided via any of the following forms: C-105.2

U-26.3

SI-12 / GSI-105.2

CE-200

All of the above referenced forms (except SI-12 and CE-200) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.

Disability:

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Proof of Disability Benefits Insurance coverage, in effect on the day of the event and any rain date, must be provided on one of the following forms:

| FORM # | FORM TITLE |
|----------|--|
| DB-120.1 | Certificate of Insurance Coverage under the New York State Disability Benefits Law |
| DB-155 | Certificate of Disability Self-Insurance |
| CE-200 | Certificate of Attestation of Exemption (when Contractor meets the requirements.) |

All of the above referenced forms (except CE-200 and DB-155) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

DETAILED REQUIREMENTS FOR MERCHANDISE VENDORS:

1. **VALID DEPARTMENT OF HEALTH PERMIT.**
2. **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**" 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."

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 [per project basis];
- 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 two million dollars \$2,000,000 with an effective time of coverage after the applicable services or products are rendered or provided of not less than two (2) years from the date of the event. Contractual liability (including liability for employee injury assumed under a contract) provided by the Standard ISO Policy Form CG 00 01. 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 endorsements.

5. **COMMERCIAL BUSINESS/AUTOMOBILE LIABILITY INSURANCE** – Provide a Commercial Business/Automobile Liability Insurance Certificate for "any auto", including all owned, hired and non-owned autos, 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.

6. **COMMERCIAL UMBRELLA LIABILITY INSURANCE** – Provide a Commercial Umbrella Liability Certificate with a required limit of not less than two million dollars (\$2,000,000), 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.

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.

DETAILED REQUIREMENTS 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 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__ (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."
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
TODAY'S DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: INSURANCE AGENCY NAME, ADDRESS; CONTACT NAME: AGENT'S NAME; AGENT'S PHONE, E-MAIL ADDRESS; INSURER(S) AFFORDING COVERAGE: INSURER A: INSURANCE CARRIER NAME, INSURER B, C, D, E, F; NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VENDOR'S (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of New Windsor and its agents, officers, directors and employees, 555 Union Ave., New Windsor, NY 12553, are an Additional Insured and Certificate Holder...

CERTIFICATE HOLDER: TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|--|---|
| <p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Vendor's or Contractor's Name Mailing Address</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e a Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured (555)867-5309</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 000000000</p> |
| <p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>TOWN OF NEW WINDSOR 555 UNION AVENUE NEWWINDSOR, NY 12553</p> | <p>3a. Name of Insurance Carrier Insurance Carrier Name</p> <p>3b. Policy Number of entity listed in box "1a": 123456789</p> <p>3c. Policy effective period: _____ to _____</p> <p>3d. The Proprietor, Partners or Executive Officers are:</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (555)867-5309

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it. C-105.2(9-17)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Merchandise Vendors Sample



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

| | |
|--|--|
| <p>1a. Legal Name & Address of Insured (use street address only) Vendor's or Contractor's Name Mailing Address</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p> | <p>1b. Business Telephone Number of Insured (555)876-5309</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 000000000</p> |
|--|--|

| | |
|---|---|
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>TOWN OF NEW WINDSOR 555 UNION AVENUE NEW WINDSOR, NY 12553</p> | <p>3a. Name of Insurance Carrier Insurance Carrier Name</p> <p>3b. Policy Number of Entity Listed in Box "1a" 123456789</p> <p>3c. Policy effective period 1/1/2025 to 1/1/2026</p> |
|---|---|

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy Covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed _____ By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (555)876-5309 Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**
DB-120.1 (10-17)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

RIDER & ENTERTAINMENT VENDORS

SUMMARY OF INSURANCE REQUIRED OF RIDE & ENTERTAINMENT VENDORS:

****See Detailed Requirements, which follow****

Commercial General:

Commercial General Liability coverage with the following minimum limits is required (*also see sample Certificate of Liability Insurance provided*):

- Each occurrence: \$1,000,000
- General aggregate: \$2,000,000
- Personal & Advertising injury: \$1,000,000
- Products & Completed Operations: \$1,000,000 each occurrence (\$2,000,000 aggregate, which is generally included in the aggregate amount noted above)
- Damage to rented premises: \$100,000
- Medical expenses: \$10,000
- Automobile Liability: \$1,000,000
- Excess/Umbrella Liability – each occ. \$1,000,000
- Excess/Umbrella Liability – aggregate \$4,000,000
- Sexual Abuse/Molestation – each occ. \$1,000,000
- Sexual Abuse/Molestation – aggregate \$2,000,000

Any Certificate of Insurance reflecting the above coverage must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Certificate Holder and provide a description of operations that includes, at a minimum, the name of the event, the date of the event (including any rain dates for same), and a brief description of the vendor's intended operations at the event.

Workers' Compensation:

Minimum Coverage Limits of:

- *\$1.0 million per accident* (this is the maximum amount the insurer will pay for all claims arising from a single accident, regardless of the number of employees involved)
- *\$1.0 million per policy year* (this is the maximum amount the insurer will pay for all claims related to bodily injury during the policy year)
- *\$1.0 million per employee* (this is the maximum amount the insurer will pay for damages to due bodily injury by disease to any one employee)

Proof of Workers' Compensation coverage, with minimum policy limits noted above, may be provided via any of the following forms: C-105.2

U-26.3

SI-12 / GSI-105.2

CE-200

All of the above referenced forms (except SI-12 and CE-200) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Disability:

Proof of Disability Benefits Insurance coverage, in effect on the day of the event and any rain date, must be provided on one of the following forms:

| FORM # | FORM TITLE |
|----------|--|
| DB-120.1 | Certificate of Insurance Coverage under the New York State Disability Benefits Law |
| DB-155 | Certificate of Disability Self-Insurance |
| CE-200 | Certificate of Attestation of Exemption (when Contractor meets the requirements.) |

All of the above referenced forms (except CE-200 and DB-155) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

DETAILED REQUIREMENTS 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) Coverage limits must be at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
- c) Where applicable, U. S. Longshore & Harbor workers Compensation Act, Maritime Coverage and Voluntary Compensation Endorsements shall be attached to the policy.
- d) 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 \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.

- e) Proof of Workers' Compensation and Employer's Liability coverage, in effect during the time work for the Town is undertaken, must be provided on one of the following forms:

| FORM # | FORM TITLE |
|---------------------|--|
| C-105.2 | Certificate of Workers' Compensation Insurance (September 2007, or most current version) |
| U-26.3 | State Insurance Fund Version of the C-105.2 Form |
| SI-12/ GSI-105.2 | Certificate of Workers' Compensation Self-Insurance |
| CE-200 | Certificate of Attestation of Exemption (when Contractor meets the requirements.) |

All of the above referenced forms (except CE-200 and SI-12) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.

Additional information can be obtained at the Workers' Compensation website: <http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

2. **Disability Benefits Insurance** – Proof of Disability Benefits Insurance coverage, in effect on the day of the event and any rain date, must be provided on one of the following forms:

| FORM # | FORM TITLE |
|----------|--|
| DB-120.1 | Certificate of Insurance Coverage under the New York State Disability Benefits Law |
| DB-155 | Certificate of Disability Self-Insurance |
| CE-200 | Certificate of Attestation of Exemption (when Contractor meets the requirements.) |

All of the above referenced forms (except CE-200 and DB-155) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Workers' Compensation website: <http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

3. **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**” 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.”

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 [per project basis];
- 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 ten thousand dollars (\$10,000).
- Product Liability/Completed Operations Aggregate coverage of not less than two million dollars \$2,000,000 with an effective time of coverage after the applicable services or products are rendered or provided of not less than two (2) years from the date of the event. 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.”
- Sexual Abuse/Molestation coverage, not less than one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate whenever services involve vulnerable populations (children, seniors, or people with disabilities), i.e., senior programs, youth programs, amusement vendors.
- Policy shall be endorsed for the General Aggregate to apply separately to each project.

4. **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.

5. **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 endorsements.

6. **COMMERCIAL BUSINESS/AUTOMOBILE LIABILITY INSURANCE** – Proof of Commercial Business/Automobile Liability Insurance Certificate for “any auto”, including all owned, hired and non-owned autos, 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. If scope of work includes hauling/transporting of hazardous materials the policy **must** be endorsed with an MCS90 endorsement and ISO form 9940-Pollution Liability Broadened Coverage.

7. **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.

8. **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.”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
TODAY'S DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER INSURANCE AGENCY NAME ADDRESS | CONTACT NAME: AGENT'S NAME PHONE (A/C No. Ext): AGENT'S PHONE FAX (A/C, No): E-MAIL ADDRESS: AGENT'S E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : INSURANCE CARRIER NAME INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : |
| INSURED VENDOR'S OR CONTRACTOR'S NAME MAILING ADDRESS | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | X | INSERT POLICY # | xx/xx/xxxx | xx/xx/xxxx | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | OTHER <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | X | X | INSERT POLICY # | xx/xx/xxxx | xx/xx/xxxx | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | X | INSERT POLICY # | xx/xx/xxxx | xx/xx/xxxx | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 4,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | General Liability - Sexual Abuse/Molestation | | | | | | Aggregate \$2,000,000 Per occurrence \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of New Windsor, and its agents, officers, directors and employees, 555 Union Ave., New Windsor, NY 12553, are an Additional Insured and Certificate Holder, on a primary & non-contributory basis, including ongoing & completed operations per endorsement #xxx(copy attached). 30 day Notice of Cancellation applies per endorsement #xxx (copy attached). Relative to all Work in connection with [insert purpose for the insurance, i.e., New Windsor Community Day to be held on the ___ day of ___, 20___ with a rain date of ___ day of ___, 20___] Waiver of Subrogation applies to General Liability, Auto, Umbrella & Workers' Compensation as per endorsement #'s xxx (copies attached). ***POLICY HOLDER MUST SHOW EVIDENCE OF ADDITIONAL INSURED COVERAGE, PRIMARY & NON-CONTRIBUTORY AND WAIVER OF SUBROGATION BY ENDORSEMENT. PLEASE ATTACH COPIES OF ALL ENDORSEMENTS TO CERTIFICATE.

| | |
|---|--|
| CERTIFICATE HOLDER TOWN OF NEW WINDSOR 555 UNION AVENUE NEW WINDSOR, NY 12553 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MUST BE SIGNED |
|---|--|



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|--|---|
| <p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Vendor's or Contractor's Name Mailing Address</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e a Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured (555)867-5309</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 000000000</p> |
| <p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>TOWN OF NEW WINDSOR 555 UNION AVENUE NEWWINDSOR, NY 12553</p> | <p>3a. Name of Insurance Carrier Insurance Carrier Name</p> <p>3b. Policy Number of entity listed in box "1a": 123456789</p> <p>3c. Policy effective period: _____ to _____</p> <p>3d. The Proprietor, Partners or Executive Officers are:</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (555)867-5309

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it. C-105.2(9-17)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Ride & Entertainment Vendors Sample



**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

| | |
|--|--|
| <p>1a. Legal Name & Address of Insured (use street address only) Vendor's or Contractor's Name Mailing Address</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p> | <p>1b. Business Telephone Number of Insured (555)876-5309</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 000000000</p> |
|--|--|

| | |
|---|---|
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>TOWN OF NEW WINDSOR 555 UNION AVENUE NEW WINDSOR, NY 12553</p> | <p>3a. Name of Insurance Carrier Insurance Carrier Name</p> <p>3b. Policy Number of Entity Listed in Box "1a" 123456789</p> <p>3c. Policy effective period 1/1/2025 to 1/1/2026</p> |
|---|---|

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy Covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed _____ By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (555)876-5309 Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**
DB-120.1 (10-17)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.