OUTSIDE VENDOR CONTRACT (NO CONSTRUCTION)

These specifications must be submitted by the Vendor to its insurance agent/broker for verification of coverage prior to execution of any contract or work or services provided.

Agreement between CORNELL COOPERATIVE EXTENSION OF (EXTENSION) and (VENDOR) for Dated , 20___.

The following paragraphs are added to the contract and incorporated therein by reference.

I. To the fullest extent permitted by law the VENDOR shall indemnify, hold harmless and defend the EXTENSION, its officers, directors, employees, agents and volunteers from and against any and all claims, demands or causes of action brought against any or all of them for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of VENDOR, its employees, agents or subcontractors and/or arising from any work or services performed on behalf of the EXTENSION by VENDOR.

A. VENDOR shall provide a Certificate of Insurance, with CORNELL COOPERATIVE EXTENSION OF as the certificate holder, showing proof of the following minimum limits of insurance, or as required by law, whichever is greater: CORNELL COOPERATIVE EXTENSION OF shall be added as an “additional insured” on the General Liability. Certificates must be originals signed by authorized representative of insurance company.

1. General Liability, including contractual, independent contractors, products/completed operations and Workers Compensation

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Business Auto</td>
<td>$1,000,000 (if vehicles used by Vendor)</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
</tbody>
</table>

2. All insurance shall be placed with insurance companies licensed to do business in the State of New York, with a "Best's" rating of "A-" or better. Vendor’s Insurance shall be primary and noncontributory in all respects to any insurance carried by Extension.

3. Certificates of Insurance shall contain a provision for at least thirty (30) days notice to the certificate holder of cancellation or non-renewal of the insurance indicated in the certificate. The certificate shall be sent to the EXTENSION and a copy to P. W. Wood and Son, Inc. within five business days of the execution of this contract and on each subsequent renewal of said insurance. No work or services shall be commenced until these conditions are met.

EXECUTED AT____________________, this_______ day of_________,20___.

CCE OF ____________________________________________

BY:______________________________________________

EXEC. DIRECTOR OR PRESIDENT AUTHORIZED SIGNATURE

_________________________________________

PRINT NAME

F.O. R. M. Code 1501
Edition Fall 2014