

**CAL POLY POMONA FOUNDATION, INC.**

3801 w. Temple Ave., Building #55  
Pomona, CA 91768-4038

**INDEMNIFICATION AND INSURANCE PROVISIONS**

**Ground Transportation (Seating Capacity of more than 15)**

**CONTRACTOR Name**

I. CONTRACTOR, shall defend, indemnify and hold harmless Cal Poly Pomona Foundation, Inc hereinafter referred to as FOUNDATION, its officers, agents, or employees harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon FOUNDATION for damages because of bodily injury, personal injury, including death at anytime resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the services provided for in this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors, and any other person or persons under CONTRACTOR's direct supervision or control.

CONTRACTOR agrees to utilize qualified personnel on chartered vehicles who, for the purpose of driving CONTRACTOR's vehicles, shall be considered under CONTRACTOR's direct supervision and control.

II. In consideration of the above, the CONTRACTOR as a Charterer of shall throughout the term of this agreement carry insurance sufficient to protect its exposure arising out of the performance of this agreement, including but not limited to operations and maintenance of the chartered bus.

A. Commercial General liability insurance on an occurrence basis, providing insurance for bodily injury, personal injury, property damage, and contractual liability in an amount no less than five million dollars (\$5,000,000) per occurrence.

B. Business Automobile liability insurance for owned and non-owned vehicle with combined single limit no less than five million dollars (\$5,000,000) per occurrence.

C. Vehicle collision and comprehensive insurance in an amount equal to the fair market value of the same.

D. Worker's Compensation insurance as required under California state and federal law.

E. Any other insurance not specified above, when and as agreed to by the parties to this agreement as required under federal and/or California state law.

III. CONTRACTOR, upon the execution of this agreement, shall submit to FOUNDATION certificates of insurance and original endorsements to the policies of insurance required by the agreement as evidence of the insurance coverage (meets or exceeds ISO Form # CG 20 10 11 85). CONTRACTOR shall furnish FOUNDATION with Certificates of Insurance, which shall read as: Cal Poly Pomona Foundation, Inc., 3801 W. Temple Ave., Building # 55 Pomona, CA 91768 AND name as additional insured shall be Cal Poly Pomona Foundation, the State of California, the trustees of the California State University, the California State Polytechnic University Pomona, Associated Students, Inc., their officers, employees, representatives, agents, and volunteers.(except for professional liability and worker's compensation insurance). The scope of coverage and deductible shall be shown on the certificate of insurance. Each insurance policy required by this Agreement shall be endorsed to FOUNDATION and state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the FOUNDATION. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise agreed to by FOUNDATION. CONTRACTOR hereby grants to FOUNDATION a

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waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the FOUNDATION by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, and this provision applies regardless of whether or not the FOUNDATION has received a waiver of subrogation endorsement from the insurer. For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary.

IV. The coverage and limits specified under II of this Article, shall not in any way limit the liability of the CONTRACTOR.

No officer, agent, employee or representative of either party, shall be empowered to alter any of the terms hereof, unless same is in writing and signed by the parties hereto.

**Term:** The Term of contract is for one year beginning date \_\_\_\_\_ through ending date \_\_\_\_\_

**Termination:** Performance under this agreement may be terminated by either party upon thirty (30) days written notice.

**ASSIGNMENTS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and may be assigned only to the successors of these parties. Any other assignment by either party without prior written consent of the other party shall be void.

**AUTHORITY**

Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

**CONTRACTOR**

**CAL POLY POMONA FOUNDATION, INC.**

\_\_\_\_\_  
Contractor's Name/Signature

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date