



RE: Request for Certificate of Insurance

To Whom It May Concern,

As a new or potential vendor of NFNH Hotel Management LLC we require approved insurance on file, naming our company additionally insured. I kindly ask that you provide us with certificates of insurance the meet or exceed the requirements outlined in the attached.

Policy coverages, limits and certificate additional comment provision must be identical to those that appear on the attached **sample certificate and comment language** as required under contract. We must have your current certificate on file before any work can begin. Please note:

- These requirements extend to any vendors or independent contractors engaged by you.
- Your certificate of insurance **must** conform to the coverage and language on the attached sample certificate as per the contract.
- Take special note of the (1) additional insured, (2) waiver of subrogation, and (3) cancellation notice requirements.
- Authorization is granted to either withhold payments or terminate the agreement until fully executed certificates of insurance are received by us.
- You will not be permitted onsite without an insurance certificate as required by the contract, as well as a completed and signed agreement.

Please contact by email or phone if you have any questions.

Sincerely,

Chris MacKendrick  
Assistant General Manager  
Direct: 716-278-2683  
[c.mackendrick@sheratonatthefalls.com](mailto:c.mackendrick@sheratonatthefalls.com)

CC: File

**NFNY Hotel Management LLC Subcontractor Agreement**

I understand by signing below that this contract and the following attachments will take precedence over any other agreement, proposal or written documentation. This contract covers all ongoing work or projects for the duration listed below in full as well as two years after the completion of work. Any and all work performed between the subcontractor listed below and NFNY Hotel Management LLC and all entities affiliated and encompassed within the NFNY Hotel Management LLC Company will be subject to the terms of this contract.

Dates of Work/Projects: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Please include any DBA's: \_\_\_\_\_

The below listed contract sections are included and attached – please initial below next to each to indicate they have been reviewed and that you have agreed to these terms. Additionally, you agree and understand that any of these documents must be updated in the event of any changes or should they expire. Failure to do so may delay payment for said work.

\_\_\_\_\_ Insurance Indemnification – Section A

\_\_\_\_\_ Additional Insured Status – Section B

\_\_\_\_\_ Insurance Certificate – Section C

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

## *Section A: Insurance Indemnification*

“To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Owner, Contractor, Architect, and consultants, agents and employees of any of them (individually or collectively, “Indemnitee”) from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys’ fees, arising out of or in any way connected with the performance or lack of performance of the work under the agreement and/or any change orders or additions to the work included in the agreement, provided that any such claim, damage, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or physical injury to tangible property including loss of use of that property, or loss of use of tangible property that is not physically injured, and - arise out of any actual or alleged:

☒ Act or omission of the Subcontractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or

☒ Violation of any statutory duty, regulation, ordinance, rule or obligation by Subcontractor or an Indemnitee provided that the violation arises out of or is in any way connected with the Subcontractor’s performance or lack of performance of the work under the agreement.

The Subcontractor’s obligations under this Article shall apply regardless of whether or not any such claim, damage, liability, loss or expense is or may be attributable to the fault or negligence of the Subcontractor. In any and all claims against an Indemnitee by any employee of the Subcontractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable, the obligations under this Article shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

The obligations under this Article shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of an Indemnitee as described in Insurance Requirements of the agreement.

The obligations under this Article shall not be construed to negate, abridge or reduce any other right or obligation that would otherwise exist as to any person or entity described in this Article.

If any portion of this Article is declared unlawful or void by a court of competent jurisdiction, the remaining portions shall remain in full force and effect”.

## *Section B: Insurance Requirements – Additional Insurance Status*

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

**1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 General Aggregate.**

a) General Aggregate shall apply separately to each project and location. CGL coverage shall be written on ISO Occurrence form CG 00 01 10/01, 12/04 12/07 or a substitute form that provides equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury, and liability assumed under an insured contract. There shall be no Cross-Suits exclusion, exclusion removing coverage for injuries to “any employee” of a contractor/subcontractor on the jobsite, or exclusions removing coverage for liability assumed by the Contractor in an insured contract as that term is defined within the CGL policy (i.e. Labor Law Exclusions or for obligations by the Contractor under this contract).

b) Contractor, Owner and all other parties required of the Contractor, shall be listed and included as additional insured on the CGL, using ISO Additional Insured Endorsement CG20 10 11/85 or both CG 20 38 04 13 and CG 20 37 07 04. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. Coverage for the additional insured’s shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured’s. Coverage for these additional insured’s shall include completed operations.

d) There shall be no endorsement or modification of the subcontractors CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

e) Subcontractor shall maintain CGL coverage for itself and all additional insured’s for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

### **2) Automobile Liability**

a) Business Auto Liability with limits of at least \$1,000,000 each accident.

b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c) Contractor, Owner and all other parties required of the Contractor as indicated in the sample Certificate of Insurance appended to this Agreement, shall be included as additional insureds on the auto policy.

### **3) Commercial Umbrella/Excess**

a) Umbrella limits must be at least \$5,000,000.

b) Umbrella coverage must include as insured, all entities that are additional insured's on any and all primary layers of coverage including, but not limited to Commercial General Liability, Auto-mobile Liability as referenced above.

c) Umbrella coverage for such additional insured's shall apply as primary to any other insurance under which the additional insured qualifies as a named insured, as well as, before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

#### **4) Workers' Compensation and Employers Liability**

a) Workers' Compensation limits must meet State statutory limits.

b) Employer Liability insurance limits of 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, the Maritime Coverage Endorsement shall be attached to the policy.

d) Where applicable, the Long shore and Harbor workers Compensation Act endorsement shall be attached to the policy.

e) Workers Compensation coverage will be written to include all employees, including all executive officers.

5) For Materials & Supplies while in transit or stored off-site, contractor's equipment, etc., the subcontractor, at its sole expense, shall maintain coverage where needed on an all risk, builders risk form on a re-placement cost basis for the full value of materials and supplies.

#### **Waiver of Subrogation**

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered, by commercial general liability, commercial umbrella or excess liability, business auto liability, workers compensation, employer's liability, and any other insurance coverage maintained per requirements stated above.

#### **Notice of Material Change or Cancellation**

No policy will be permitted to cancel without thirty (30) days prior written notice of cancellation or modification to Owner or Contractor.

### *Section C: Insurance Certificate*

A certificate of insurance shall be provided before commencing work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy, including completed operations coverage endorsement that is part of the subcontractor's commercial general liability (CGL) policy. Also attached to each certificate of insurance shall be a copy of the waiver of subrogation endorsement that is part of the subcontractor's commercial general liability (CGL), workers' compensation, umbrella or excess liability, and business auto liability policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor and the Owner. Failure of the Owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.

Insurance forms, including the additional insured forms shall be furnished to the Contractor upon request.

#### **Subcontractors of every tier**

Should the subcontractor engage subcontractors, they shall secure and maintain insurance coverage as required under this agreement.

#### **Limits of Coverage**

The limits of coverage set forth in this document are suggested minimum limits of coverage and should not be construed to be a limitation of the liability on the part of the Subcontractor or any of its tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving any duties under the contract. If there is a discrepancy of coverage between this document and any other insurance specification for the project the greater limit or coverage requirement shall prevail.

Please note that any and all DBA's must be listed on the signature page as well as be included on the certificate. Additionally, the following language must be included on the certificate in the Description of Operations section:

Re: The Certificate Holder, Owner, and all other parties as required by executed contract are included as additional insured on a primary, non-contributory basis including completed operations coverage under General Liability; additional insured under Auto Liability and a waiver of subrogation applies in their favor under commercial general liability, commercial umbrella liability, business auto liability, workers compensation, employers liability, and any other insurance coverage for work performed by or on behalf of the named insured on the captioned project. Thirty (30) days notice of cancellation except for non-payment of premium applies to Certificate Holder according to the contractual obligations and as outlined by the additional insured endorsement form within the insurance policy under the all lines of coverage when required by executed contract. Umbrella coverage is following form without exception to the underlying General Liability, Auto, and Workers' Compensation coverage's.