



## CONTRACTOR/VENDOR AGREEMENT/INSURANCE REQUIREMENTS/HOLD HARMLESS & INDEMNIFICATION

### CONTRACTOR/VENDOR:

Business: \_\_\_\_\_

Service Provided: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### INSURANCE REQUIREMENTS:

For any work done for BloodMoney, LLC dba Naples Boat Yard or work performed on the premises of BloodMoney, LLC dba Naples Boat Yard at the direction of a separate entity:

The Contractor/Vendor (CV) agrees to provide a business or personal liability insurance policy with a minimum limit of \$1,000,000 General Liability with BloodMoney, LLC dba Naples Boat Yard listed as "Additional Insured." In the event that BloodMoney, LLC dba Naples Boat Yard determines services provided by the Contractor represent an additional risk to BloodMoney, LLC dba Naples Boat Yard and/or purchasers, an increase in the amount of coverage may be requested at BloodMoney, LLC dba Naples Boat Yard discretion. Any exceptions must be approved by BloodMoney, LLC dba Naples Boat Yard and duly noted on this application. Said liability insurance will be secured and proof of same provided to BloodMoney, LLC dba Naples Boat Yard no later than five (5) days prior to the designated event.

The CV shall obtain, before commencement, and shall maintain until completion of the work, such insurance as specified in this section as will protect the CV and the Indemnified Parties for claims arising out of or resulting from CV's work or operations under this Agreement, whether such operations are performed by CV or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts CV may be liable. **THE CV SHALL PROCURE AND MAINTAIN ALL SUCH INSURANCE ON A PRIMARY, NON-CONTRIBUTORY BASIS.**

All of the coverages specified in this section shall name the BloodMoney, LLC dba Naples Boat Yard and, upon request, any other Indemnified Parties as additional insured. Not less than five (5) days prior to commencement of the work and until final acceptance of the work, CV shall provide BloodMoney, LLC dba Naples Boat Yard with a certificate of insurance evidencing such coverage. The CV's failure to obtain any of the coverages specified in this paragraph shall not negate or abridge CV's obligation to procure insurance for its contractual liability to BloodMoney, LLC dba Naples Boat Yard.

In no case shall the CV procure and maintain less than the following insurance coverages, with an insurance carrier rated "A-" or better by A.M. Best and authorized to do business in the State of Florida:

***IMPORTANT: The information contained herein is intended to be used solely as a guideline. Attorney review is strongly recommended before using this document in a contract. Entities and persons providing this sample language are not responsible for the use of any language used in full or in part from this sample document.***

- a. Comprehensive Commercial General Liability including CV's Protective Liability, and Contractual Liability insurance with minimum limits of \$ 1,000,000 each occurrence, \$2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury;
- b. Comprehensive Automobile Liability insurance with minimum limits of \$500,000 combined single limit each accident, including bodily injury and property damage liability;
- c. Workers' Compensation as directed by Florida State Statutes; and

The CV shall provide BloodMoney, LLC dba Naples Boat Yard thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide BloodMoney, LLC dba Naples Boat Yard thirty (30) days prior written notice of a change or cancellation in coverage. The insurance coverage required hereunder shall be of sufficient scope and duration to ensure coverage of the CV and BloodMoney, LLC dba Naples Boat Yard for liability related to any claims arising prior to expiration of the applicable statutes of limitation and/or repose related to CV's work.

The CV and his insurer waive all rights of subrogation against BloodMoney, LLC dba Naples Boat Yard, and any other Indemnified Parties.

### **HOLD HARMLESS & INDEMNIFICATION:**

All services rendered or performed under the agreement will be performed or rendered entirely at the CV's own risk and the CV expressly agrees to hold harmless and indemnify BloodMoney, LLC dba Naples Boat Yard, its officers, agents, and employees from any and all liability, loss, or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions or damages to any and all person(s) or property, costs, or judgments against the above mentioned parties and their officers, agents or employees, which result from, arise out of, or are in any way connected with the services performed by the CV under this agreement.

**I have read and understand the above insurance requirements, and agree to hold harmless and indemnify the above mentioned parties as stated in the Hold Harmless & Indemnification paragraph.**

**I have read these requirements and will follow them. Failure to do so will result in termination of this agreement and expulsion from BloodMoney, LLC dba Naples Boat Yard premises.**

Signature of participating Contractor/Vendor \_\_\_\_\_

Printed name of Contractor/Vendor \_\_\_\_\_

Date: \_\_\_\_\_

**Please return form to:**  
**BloodMoney, LLC dba Naples Boat Yard**  
2775 Bayview Drive  
Naples, Florida 34112  
E-Mail: info@naplesboatyard.com

***IMPORTANT: The information contained herein is intended to be used solely as a guideline. Attorney review is strongly recommended before using this document in a contract. Entities and persons providing this sample language are not responsible for the use of any language used in full or in part from this sample document.***