

Insurance and Indemnification For General Vendors

Auburn University Risk Management and Safety requests vendors doing business with the University, as well as outside organizations and individuals using University facilities, to maintain insurance as necessary to reasonably protect the financial interests of the University. All vendor parties should provide a Certificate of Insurance stating that there is insurance in effect with the minimum limits required by the university.

The Certificate of Insurance referenced above must be submitted to:

[Auburn Insurance and Indemnification](#).

If you have questions regarding this, please contact:

Risk Management and Safety at 334-844-4533, aurmi@auburn.edu.

Please read the following sections of text signifying your understanding and compliance with Auburn University policies.

Insurance

Vendor agrees to maintain coverage and limits as follows:

1. Commercial General Liability: \$1M/\$2M Aggregate which should include coverage for: Personal Injury, Completed Operations, Independent Contractors, Liability assumed under "insured contract", and Medical Payments.
2. Business Automobile Liability: \$1M each accident for bodily injury including owned, leased, hired, non-owned, and personal injury protection where applicable. Auburn University, its Board of Trustees (both individually and collectively), Administrators, Faculty, Staff and Agents, must be added to the policy as additional insured for General Liability and Auto Liability Insurance by endorsement.
3. Workers Compensation: Statutory Limits & Employers Liability -\$1M.

The Insurance Must:

1. Be underwritten by a carrier rated at least "A-" in A.M Best Key Rating Guide.
2. Auburn University, its Board of Trustees (both individually and collectively), Administrators, Faculty, Staff, and Agents, must be added to the policy as additional insured for General Liability Insurance by endorsement.
3. The certificate of insurance or endorsement must state that this insurance is primary and written on a non-contributory basis as to any other valid and collectible insurance or self-insurance in force.
4. Each policy shall provide that coverage shall not be suspended, voided or canceled, except with 30 days prior written notice to the University, except when cancellation is for non-payment of premium; then ten 10 days prior written notice may be given. Any insurers who refuse to provide the required notice, the Vendor or its insurance broker

shall notify the University of any cancellation, suspension or non-renewal within 7 days of receipt of insurer's notification to that effect.

Auburn University reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Indemnification

The Vendor will defend, indemnify and hold harmless the Auburn University, its Board of Trustees (both individually and collectively), Administrators, Faculty, Staff, and Agents from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained in connection with or arising out of the Engagement, even in the event the University is alleged or found to be partially negligent. However, the Vendor will not be obligated to so indemnify the University if the University is proven to be solely negligent. Vendor agrees that the insurance requirements specified in the contract do not reduce the liability the Vendor has assumed in this indemnity clause. Neither party shall be responsible for personal injury or property damage or loss, except that resulting from its own negligence or intentional act or its employees or other for whom the party is legally responsible.

To read more about Auburn University Insurance requirements, please visit:
<https://ba.auburn.edu/rms/risk-management-insurance/insurance-requirements/insurance-requirements-for-general-vendors/>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	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 POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$N/A
						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 checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$1,000,000
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$Enter Limit
						AGGREGATE	\$Enter Limit
							\$
							\$
							\$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Auburn University, its Board of Trustees, Trustees Individually, Faculty, Staff and Agents are included as an additional insured as respect to the Commercial General Liability and Excess/Umbrella Liability policies. Unless precluded by law, all policies waive the right to recovery or subrogation against Auburn University, its Board of Trustees, Trustees Individually, Faculty, Staff, and Agents. *Confirm herein and by policy endorsement additional insured status and that coverage is primary and non-contributory in favor of Auburn University* Insert Contract or Purchase Order # or briefly describe products/services/goods being provided.

CERTIFICATE HOLDER

Auburn University
 Attn: Risk Management & Safety (cc: AU department) aurmi@auburn.edu

 1161-Z W Samford Ave | RMS Bldg #9

 Auburn University, AL 36849

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.