

Indemnification, Insurance and Safety Check Requirements for Charter Bus Companies
Contracting to Provide Charter Bus Services to Goucher College (the "College")
Addendum to Charter Bus Agreement

Indemnification

Charter bus company agrees to defend, indemnify and hold harmless the College, its trustees, officers, employees, students, and agents, from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and reasonable attorneys' fees, arising in whole or in part from the acts, errors, mistakes, omissions, work or service of charter bus company, its agents, employees or any tier of its subcontractors, in the performance of the services provided for in the charter agreement.

Charter Bus Company Representations

- That well maintained and clean buses will be provided.
- That all buses and equipment necessary to fulfill this charter bus contract are clean, in good working order, and conform with proper standards of the industry.
- That all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- That all driving staff provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- That all driving staff provided conform to all applicable requirements for motor carrier drivers.
- That all driving staff provided are prepared with routing information.
- That all of the services to be performed by the bus charter company under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
- That the charter bus company has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this contract, and the individual executing the contract on behalf of the charter bus company has been duly authorized to act for and bind the company.

Charter bus company warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by the charter bus company and its drivers.

Except for the obligation of the College to pay the charter bus company pursuant to the terms of the charter agreement, the College shall have no liability to the charter bus company or to anyone claiming through the charter bus company by reason of the execution or performance of the charter agreement.

Insurance Requirements

Charter bus company, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance, with companies having an A.M. Best Rating of A-:IV or better, and in amounts (unless otherwise specified), as College may require:

- Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$500,000:
 - Employers Liability - Each Accident \$500,000
 - Employers Liability - Each Employee \$500,000
 - Employers Liability - Policy Limit \$500,000

Policies must include (a) Other States Endorsement to include Maryland if business is domiciled outside the State of Maryland, and (b) a waiver of all rights of subrogation and other rights in favor of College;

- Commercial General Liability Insurance (including blanket contractual liability, broad form property damage, personal and advertising injury, completed operations/products liability, medical expenses, interest of employees as additional insureds and broad form general liability endorsements) on an occurrence basis:
 - Each Occurrence Limit - \$1,000,000
 - Damage to Rented Premises - \$ 100,000
 - Medical Expenses (any one person) - \$ 10,000
 - Personal & Advertising Injury - \$1,000,000
 - General Aggregate - \$2,000,000
 - Products - Completed Operations Aggregate - \$2,000,000
- Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage. Coverage shall not exclude passengers;
- All risk physical damage on their buses, naming College; its respective affiliated enterprises, officers, directors, employees, representatives, and agents as additional insureds under the policy and provide the College; its respective affiliated enterprises, officers, directors, employees, representatives, and agents with a waiver of subrogation.

Charter bus company will deliver to College:

- Evidence satisfactory to College in its sole discretion, evidencing the existence of all insurance prior to the performance or continued performance of any services to be performed by charter bus company under any charter agreement.

- Additional evidence, satisfactory to College, in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance.
- Insurance policies, with the exception of Workers’ Compensation and Employer’s Liability, will name and the evidence will reflect College, its officers, trustees, employees, representatives, and agents, as Additional Insureds for ongoing and completed operations and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to College. Each of these policies shall be primary and non-contributory with any insurance program maintained by Goucher College (including any self-insurance, deductible or retention) and shall include the Primary and Noncontributory – Other Insurance Condition endorsement using Form CG 20 01 04 13.
- To the extent of any insurance carried or required to be carried by Charter bus company under the terms of this agreement, Charter bus company waives any right of recovery against Goucher College. Wherever necessary Charter bus company shall have insurance policies endorsed to effect insurer’s waiver of such rights in accordance with this agreement.

Safety Ratings

Charter bus company must be rated as satisfactory at the following website and must be “crash-free” for the prior 24 months on the SAFER website (link to SAFER is on the FMCSA site):

<http://www.fmcsa.dot.gov/safety-security/pcs/index.aspx>

- The above requirements, including indemnification and insurance provisions, shall remain in effect for as long as Charter bus company continues to provide service to the College, and shall survive termination of any underlying charter agreement.
- If there are any conflicts between the terms of this document and the charter agreement, the terms of this document shall prevail.

ACCEPTED

Authorized official (print name)

Authorized official (print name)

Signature

Signature

Charter bus company (print name)

Goucher College

DATE: _____

DATE: _____