

ASSUMPTION OF LIABILITY & WARRANTY OF INSURANCE

In consideration of CENTRAL FALLS POLICE DEPARTMENT (hereinafter, (PLEASE PRINT - Name of Contracting Party) the "Contracting Party"), being permitted to use the facilities at the FLANAGAN Campus of the Community College of Rhode Island (hereinafter, the "College"), specifically, the College's GYMNASIUM AND POOL for a PHYSICAL AGILITY TEST on the date set forth below, the Contracting Party assumes all liability for any claim of any kind arising out of the Contracting Party's use of the College's facilities, except for any claims resulting from the gross negligence of the College, its employees, agents, faculty and students. Moreover, the Contracting Party agrees that it will indemnify, defend, and hold harmless the College, its governing boards, The Rhode Island Council on Postsecondary Education and the Rhode Island Board of Education, their members, officers, employees, agents, faculty and students, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, injuries (including death), monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of or in any way related to the Contracting Party's use of the College's facilities, including those arising out of injury to or death of Contracting Party's employees or subcontractors, whether arising before, during or after completion of the Contracting Party's use of the College's facilities, and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of the Contracting Party or its employees, agents or subcontractors.

The Contracting Party also agrees to and warrants that it/he/she complies with the following insurance guidelines and provisions:

Insurance Guidelines

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence of bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the Contracting Party's use of the College's facilities or the general aggregate limit shall be twice the occurrence limit. Higher limits may be necessary for more hazardous exposures (i.e. "Special events"). Insurance for more hazardous exposures should be referred to the College's Risk Manager for consideration.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned vehicles. If the Contracting Party will not use a vehicle in its/his/her use of the College's facilities automobile coverage is not required.
3. Workers Compensation and Employers Liability Insurance: Where applicable, statutory coverage in compliance with the Compensation Laws of the State of Rhode Island and Providence Plantations. Coverage shall include Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 Policy Disease Limit, \$100,000 each employee.

4. Special Liability Insurance: Some events based on the activities may require specialty insurance. These events are to be brought to the attention of the College's Risk Manager to determine both the forms and limits of insurance.

An Umbrella Policy may be used to meet the minimum liability guidelines (i.e. a contracting party has only a \$500,000 Commercial General Liability and Auto Liability policy. They may buy a \$500,000 Umbrella policy to meet the minimum liability requirements.)


Insurance Provisions

- The Community College of Rhode Island, the R.I. Council on Postsecondary Education, and the R.I. Board of Education, their officers, officials, members, employees and agents shall be named as Additional Insureds. The coverage shall contain no special limitations on the scope of protections afforded these named Additional Insureds.
- The Contracting Party shall assume any and all deductibles in the described policies.
- The Contracting Party's insurer shall have no right of recovery or subrogation against these Additional Insureds and the described insurance shall be primary non-contributory coverage.
- Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to these Additional Insureds.
- Each required insurance policy shall not be suspended, voided, cancelled or reduced except after ten days prior written notice by certified mail, has been given to the Community College of Rhode Island.
- "Claims made" coverage is unacceptable with the exception of Professional Liability. All coverage is to be written on an "Occurrence" policy form.

The Contracting Party agrees to provide the College with a Certificate of Insurance which evidences the Insurance Guidelines and Provisions set forth above, prior to the date of the use of the College's facilities set forth above.

The Contracting Party also agrees to be responsible for obtaining any state or local approvals regarding the use of the College's facilities, including but not limited to the installation and/or use of any apparatus or equipment required for its/his/her use of the College's facilities hereunder.

This agreement is in addition to any other which has or may be entered into between the Contracting Party and the Community College of Rhode Island.


Approved as to form and correctness

 City Solicitor

CENTRAL FALLS PD
 CONTRACTING PARTY

3/23/18
 FACILITY USE DATE(S)

Off Craig P. Hartley
 AUTHORIZED OFFICER'S SIGNATURE
 Reviewed per F.S.A.

CAPTAIN 1/25/18
 TITLE DATE


 Leonard Morganis
 Administration & Finance Officer


 James A. Diossa