



Banner Liability Waiver Form

The City of Burlington's Parks Recreation & Waterfront (BPRW)) has agreed to hang a banner for:

hereinafter known as Banner Owner/Supplier (BO/S), from the dates

_____ to _____, as outlined in the attached Application to Hang Banner form:

To the extent permitted by law, the BO/S agrees to hold harmless and indemnify BPRW and their representatives, employees, officers, agents, commissioners and joint owners for and from any and all liability, claims, demands, controversies, damages, actions and causes of action on account of personal injuries, death, loss of services or consortium, property damage and any and all other loss and damage of every kind and nature sustained by or hereafter resulting from the performance of hanging this banner, except in cases due to BPRW's sole negligence.

This hold harmless and indemnification agreement shall be insured as detailed in the attached Insurance Requirements for Banners document. A Certificate of Insurance (info on following page) detailing such coverage must be provided to BPRW prior to commencement of this agreement:

Banner Owner/Supplier signs here:

Name _____

Date _____

Burlington Parks Recreation & Waterfront signs here:

Name ___ Diana Wood  _____

Date _____ 1/1/2019 _____

Please return complete forms to:

**Burlington Parks Recreation & Waterfront,
Attention: Diana Wood
645 Pine St., Suite B
Burlington, Vermont 05401
dmwood@burlingtonvt.gov**

Banner Checklist

- ___ Request Form
- ___ Liability Waiver Form
- ___ Certificate of Insurance
- ___ Specification Acknowledgment



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Insurance Requirements for Banners

Banner Owner/Supplier shall purchase and maintain insurance coverage for not less than the following limits:

Commercial General Liability coverage requirement:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Event
\$1,000,000	Personal and Advertising Injury
\$100,000	Tenants Legal Liability
\$5,000	Medical Payments

Banner Owner/Supplier shall purchase and maintain such comprehensive general liability as set forth above which will provide protection from claims arising from the result of this agreement. This certificate of insurance shall name the City as an Additional Insured for General Liability on a primary non-contributory basis. The Banner Owners/Supplier shall hold the Parks Recreation & Waterfront (BPRW) harmless for any and all claims arising out of this agreement, as detailed in the attached Banner Liability Waiver form.

Banner Owner/Supplier shall provide BPRW with a certificate of insurance for coverage set forth above which shall not be subject to cancellation without at least thirty (30) days advance written notice to Parks Recreation & Waterfront. Such evidence of insurance shall be received at BPRW before the commencement of work, and such insurance shall be maintained throughout the duration of this contract. Forward such certificate of insurance to Burlington Parks Recreation & Waterfront, 645 Pine St, Burlington, VT 05401. Attention: Diana Wood - Street Banner Program

Any claims in excess of limits set forth above or which are not covered by the Banner Owner/Supplier's comprehensive general liability or other insurances, are the sole responsibility of the Banner Owner/Supplier.