

Town of Maggie Valley
3987 Soco Road
Maggie Valley, NC 28751
PH – 828-926-0866

Insurance Requirements

Effective 1/1/2025

- A. Workers' Compensation: Insurance covering all employees meeting Statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a minimum limit of \$1,000,000 for each accident. If the contractor is not required to carry workers' comp insurance, they must complete an Independent Contractor vs. Employee Checklist Form.

- B. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, general aggregate, products/completed operations aggregate, personal and advertising injury. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability. The coverage shall be written on an occurrence basis. This limit should apply on a per project or per location aggregate basis. **The Town of Maggie Valley must be listed as an additional insured, under this coverage.**

- C. Business Auto Liability: Coverage shall have a minimum limit of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired vehicles and non-owned vehicles.

- D. Umbrella/Excess Liability: At the option of the contractor, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the municipality and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

- E. Professional Liability: Coverage shall have a minimum limit of \$1,000,000 per occurrence, unless a higher limit is required by the Town. This coverage is only required for contracts that include professional services.

Special Requirements

- A. Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an “eligible contractor”. Renewal certificates shall be sent to the Town 30 days prior to any expiration date. There shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Town of Maggie Valley. Wording on the certificate, which states that no liability shall be imposed upon the company for failure to provide such notice, is not acceptable.
- B. It shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements that they are required to meet.
- C. The Town of Maggie Valley shall be named as certificate holder on the certificate of insurance.

Hold Harmless

To the extent permitted by law, the Consultant / Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Maggie Valley, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Maggie Valley, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Consultant / Contractor.