

Stafford Memorial Park

Operated By HCS Holding Company, LLC

154 Shelton Shop Road

Stafford, Virginia 22554

(540)659-2191 Phone

(540)288-1021 Facsimile

To all Funeral Homes and their Vault Contractors,

We appreciate your service to the families of Stafford Memorial Park. To ensure the cemetery is legally protected, our insurance carrier requires us to get specific language on your Certificate of Insurance (COI), as well as a Hold Harmless Agreement.

To assist you in providing these items for us, we have attached the sample Certificate of Insurance they provided to us, as well as the blank Hold Harmless Agreement that you can complete in your offices.

Once you have the COI and your completed Hold Harmless Agreement, you will need to email **both** of the documents together to us at: inforequest.smp@gmail.com. Please include your Company Name and the description "COI & Hold Harmless Agreement" in the reference line. We will provide confirmation that they have been received and are completed as required.

IF YOU DO NOT RECEIVE CONFIRMATION, then you are not cleared to bring a funeral procession to the cemetery or direct a vault company to enter onto the property to perform a vault setting.

Further, it is up to you to confirm that your vault company has also received confirmation for completing their paperwork, without it they will not be allowed onto the grounds to perform their vault setting services.

Thank you.

Stafford Memorial Park Management

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Stafford, Virginia 22554

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN LIEU OF SURETY BOND FOR
OUTSIDE VENDORS/CONTRACTORS**

(This document is kept on file in our office to be completed once per year in connection with the
renewal date of your insurance certificate)

This Agreement is made this _____ day of _____, 20____ by and between
HCS Holding Company, LLC, t/a Stafford Memorial Park (the "Cemetery") and _____
_____ ("Outside Vendor/Contractor"), and **if** Outside
Vendor/Contractor an entity then, by _____ ("Outside
Vendor/Contractor Owner").

WHEREAS, the Cemetery has written regulations requiring outside installers of Memorials to, among other things, post a \$500.00 surety bond; and WHEREAS, the Cemetery has amended its regulations to permit outside installers to enter into this Agreement in lieu of posting such surety bond.

NOW, THEREFORE, based on these premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. Cemetery will accept this Agreement in lieu of requiring the posting of a surety bond by Outside Vendor/Contractor, so long as it is properly executed in the correct legal name of Outside Vendor/Contractor, by its authorized representative, and by Outside Vendor/Contractor Owner.
2. Outside Vendor/Contractor and, if applicable Outside Vendor/Contractor Owner, jointly and severally agrees to indemnify and hold harmless Cemetery, its subsidiaries, agents, servants, manager, members, directors, officers, and employees from all claims, liability, loss, expense, and damages including attorney's fees arising from bodily injury, death to any person, and/or property damage, including loss of use arising out of or in any way connected with Outside Vendor's/Contractor's and its subsidiaries', agents', representatives', or employees' work while on Cemetery Property or otherwise related to services provided or items installed at the Cemetery if the claim, liability, loss, expense, or damage is caused, or alleged by the claimant to have been caused, wholly or in part, by the fault of the Contractor/Vendor or its subsidiaries, agents, representatives, or employees.
3. Cemetery must be included on Outside Vendor's/Contractor's General Liability insurance policy as an additional insured on a primary and non-contributory basis, with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, with insurance companies acceptable to the Cemetery and/or its representatives. The policy must contain contractual liability coverage for injury to third parties, including injury to Outside Vendor's/Contractor's

employees or agents in any capacity, or employees of subcontractors working on their behalf. Furthermore, the policy must contain a waiver of subrogation in favor of Cemetery.

4. Outside Vendor/Contractor must also provide evidence of workers' compensation insurance.

Signed and sealed by the parties on the date above written.

HCS HOLDING COMPANY, t/a Stafford Memorial Park

By: _____

VENDORS NOTE: All Vendors which are entities must complete both signature blocks below. Vendors who are individuals, need only sign the second signature block.

Signed and sealed by the parties on the date above written:

ENTITY OUTSIDE VENDOR/CONTRACTOR:

Company Name: _____

Signature By: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing Indemnification and Hold Harmless Agreement was acknowledged before me by

_____, _____ of _____
(Legal Representative of the Vendor) (Title) (Company Name)

this _____ day of _____, 20__.

Notary Public (SEAL)

**INDIVIDUAL VENDOR/CONTRACTOR OR ENTITY OWNER
(SOLE OWNER, PARTNERSHIP OR LLC):**

Individual's Signature, personally

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing Indemnification and Hold Harmless Agreement was acknowledged before me by

_____, in his/her individual capacity, this ____ day of _____, 20____.
(Print Name signed above)

Notary Public

(SEAL)