

**SERVICE PROVIDER INSURANCE AGREEMENT**  
**[with Indemnity]**

**THIS SERVICE PROVIDER INSURANCE AGREEMENT [with Indemnity]** (this "**Agreement**") dated \_\_\_\_\_, 2025, is made by [\_\_\_\_\_] a [\_\_\_\_\_] ("**Service Provider**"), having an address of [\_\_\_\_\_] to and for the benefit of **SAWGRASS COUNTRY CLUB, INC.**, a Florida not-for-profit corporation ("**Sawgrass Country Club**"), having an address of 10034 Golf Club Drive, Ponte Vedra Beach, FL 32082.

Service Provider is delivering this Agreement in connection with vehicular transportation services (the "**Services**") to be provided by Service Provider to Sawgrass Country Club or its directors, officers, employees or members from time to time (the "**Club Affiliates**"), on a [**single event/periodic/contractual engagement**] basis. The Services include use of Service Provider's motor vehicles for single or multiple occupants for the purpose of transportation over and across public and private roadways for the benefit of the Club Affiliates. It is a condition to Service Provider's undertaking to provide the Services that Service Provider provide certain assurances, covenants and undertakings as hereinafter provided.

**FOR GOOD AND VALUABLE CONSIDERATION**, Service Provider agrees to the following:

1. Automobile Liability Insurance. Prior to providing the Services and at all times during the term of Service Provider's undertaking to provide the Services (the "**Service Period**") Service Provider shall, at its sole expense, maintain on its own behalf, and shall cause its agents or subcontractors providing the Services on behalf of Service Provider (each, a "**Contractor**") to maintain the following insurance coverage:

**Commercial Automobile Liability Insurance** covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars (the "**Auto Liability Insurance**").

Service Provider shall deliver to Sawgrass Country Club certificates of insurance evidencing the Auto Liability Insurance procured by Service Provider and each Contractor, naming Sawgrass Country Club as an additional insured. Policies of Auto Liability Insurance shall be subject to Sawgrass Country Club's reasonable approval as to adequacy of coverage and deductibles, and financial condition and reputation of the issuing insurer. Certificates of insurance must contain provisions that 30 days' written notice to Sawgrass Country Club of any cancellation, intent not to renew, or reduction in coverage.

2. No Limitation of Liability. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of Service Provider or any Contractors in connection with the Services, at law or in equity.
3. Indemnification/Hold Harmless.
  - a. To the fullest extent permitted by law, Service Provider indemnifies and agrees to hold harmless Sawgrass Country Club and the Club Affiliates from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from any claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property resulting directly or indirectly from the Services, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of any party or person described in this Section 3 that otherwise exists at law or in equity in connection with the Services.
  - b. In claims against any person or entity indemnified under this Section 3 by an employee of Service Provider, a Contractor, anyone directly or indirectly employed by them or anyone

for whose acts they may be liable, the indemnification obligation under this Section 3 shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Service Provider or a Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**IN WITNESS WHEREOF**, Service Provider has executed this Agreement for the stated purpose herein as of the date first above written.

**SERVICE PROVIDER:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_