

**FBG-C-FSS-0001 LIABILITY AND INSURANCE – RENTED  
MOTOR VEHICLES (SEP 2019)**

(a) The Government shall be responsible for loss of or damage to:

1. Motor vehicles rented under this contract, except for (i) normal wear and tear, (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees, (iii) loss or damage covered by the motor vehicle manufacturer's warranty or loss or damage attributable to a manufacturing defect; (iv) Car Sharing Services; and

2. Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28U.S.C. 2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause in accordance with the Contractor's commercial practice but in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause except for Car Sharing Services. See Specific Requirements Liability and Insurance Section 6(e) above.

(f) The Government shall not be responsible for any loss or damage to any motor vehicles used in Car Sharing Services.