TOWN OF
WINDSOR

SPECIFIC INSURANCE REQUIREMENTS
&
REQUIRED POLICY LIMITS

SPACE RENTAL – SPECIAL EVENTS

Including short-term space rental for special occasions, such as club functions, weddings, dances, picnics or social dinners, crafts exhibitions or classes, and recreational activities including baseball and football.

Additional requirements may be added to Rentals and Special Events open to the public and/or that include Transportation, Environmental Risk, Aircraft or Watercraft, or any other high-risk activity.

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance
Coverage shall be as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001)
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1, any auto (if applicable).
3. Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance, (if applicable).
4. Host Liquor Excess Liability as required by the State of California, (if applicable).

Minimum Limits of Insurance
Lessee shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this event or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation statutory limit and Employer's Liability: $1,000,000 per accident for bodily injury or disease.
4. Host Liquor Liability: $2,000,000 (Occurrence Form CG 0033).

Other Insurance Provisions
The General Liability and Automobile Liability policies are to contain or be endorsed to contain the following provisions:

1. The Town, its officers, officials, employees and volunteers are to be covered

as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee.

2. The Lessee's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been given the Town.

Vendors, Consultants, Agents, Representatives, Employees or Subcontractors.
Applicant shall include all vendors, consultants, agents, representatives, employees or subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each prior to event. Applicant agrees to include with all vendors, consultants, agents, representatives, employees or subcontractors in their subcontract the same requirements stated herein including the indemnity and insurance requirements. Vendors, consultants, agents, representatives, employees or subcontractors hired by Applicant agree to be bound to Applicant and the Town in the same manner and to the same extent as Applicant is bound to Town under this Agreement. Applicant further agrees to include these same provisions with any vendor, consultant, agent, representative, employee or subcontractor. A copy of these indemnity and insurance provisions shall be furnished by Applicant to any vendor, consultant, agent, representative, employee or subcontractor. The Applicant shall require all vendors, consultants, agents, representatives, employees or subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to event.

Waiver of Subrogation
The Worker's Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in it's endorsement, agrees to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the Town.

Deductible and Self Insured Retentions
Any deductible or self-insured retention must be declared to and approved by the Town. If possible, the insured shall reduce or eliminate such deductible or self insured retentions as respects the Town, its officers, officials, employees and volunteers; or shall provide evidence satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers
Insurance is to be places with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

Verification of Coverage
Lessee shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms

provided by the Town or on other than the Town's forms provided those endorsements conform to the Town's requirements. All certificates and endorsements are to be received and approved by the Town before the event commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

HOMEOWNERS

Minimum Scope of Insurance

1. A copy of the Homeowners/Personal Liability Insurance Policy Declarations page showing coverage is currently in effect and will remain in effect throughout the duration of the event.
2. An Additional Insured Endorsement which includes the following language, "The Town of Windsor, its officers, officials, employees and volunteers are insureds."
3. For any claims related to this project, the insurance coverage shall be endorsed to contain primary insurance as respects the town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the liability insurance and shall not contribute with it.