SPECIFIC INSURANCE REQUIREMENTS & REQUIRED POLICY LIMITS

FILM PERMITS

Permittee shall procure and maintain for the duration of the project insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Permittee, his agents, representatives, employees or subcontractors.

PERMITTEE

Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage
2. Worker's Compensation insurance as required by the State of California and Employer's Liability insurance.

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

1. General Liability:
    a. Major Film Permit (filming which requires an encroachment permit): **$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 project/location or the general aggregate limit shall be twice the required occurrence limit.
    b. Minor Film Permit (filming which does not require an encroachment permit): **$1,000,000** 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 project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: **$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions
The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations as performed by or on behalf of the Permittee.
2. For any claims related to this project, the Permittee'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 in excess of the Permittee'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, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation
The Worker's Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its 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.

Deductibles and Self-Insurance Retentions
Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self- insured retentions as respects the Town, its officers, officials, employees and volunteers, or the contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers
Insurance is to be placed 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
Permittee 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 work 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

Subcontractors
Permittee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.