

Category A

INSURANCE REQUIREMENTS SPECIAL EVENTS

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.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). "Claims Made" form is unacceptable.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 limit per occurrence for bodily injury, personal injury and property damage, \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials and employees, or 2) the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability
 - a. The District, its officers, officials, employees and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers. Endorsement naming the District as additional insured must be submitted with proof of insurance.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.
 - c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respects to the limits of the insurer's liability.
 - d. Lessee's insurance shall be primary as respects to the District, its officers, officials, employees or volunteers.
 - e. The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the District.
2. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

E. ACCEPTABILITY OF INSURERS

District prefers that insurance be placed with insurers with an A.M. Best's rating of A-VI or A, or better by Standard and Poors.

F. VERIFICATION OF COVERAGE

Lessee shall furnish the District with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the District **before** the lease commences. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

G. FOOD AND/OR LIQUOR COVERAGE

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above in Section B.1. If an outside vendor will be catering your event or serving alcohol, they must provide insurance which meets the same requirements shown in Sections A-J above of this document. If liquor is being served by an outside vendor Liquor Liability coverage with the same limits shown above in Section B.1. will be required in addition to General Liability. If you are serving alcohol and this is not your primary occupation, Host Liquor liability must be included in your General Liability insurance coverage form.

H. SPECIAL EVENTS

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

I. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to defend, keep harmless and indemnify the District, its officers, officials, employees or volunteers (collectively the "District") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Lessee's event or activity, including any and all participants, exhibitors, sub-vendors, or otherwise involved in the event or activity.

The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense, and agrees to bear all other costs and expenses related thereto even if it is groundless, false, or fraudulent.

J. PROOF OF INSURANCE

Lessee is required to submit proof of insurance on a form acceptable to the District. Certificates of Insurance similar to the ACORD form are acceptable. District will not accept Memorandums of Insurance or Binders as proof of insurance. The District, at its own discretion, may require a copy of any policy presented to the District.

