

Insurance Requirements for the City of Woodland Entertainment Zone

Participating Licensed Establishments

Participating Licensed Establishments in the Entertainment Zone (“Licensed Establishment”) shall procure and maintain for the duration of the event 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 and the results of that work by the Licensed Establishment, their agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.
2. **Liquor Liability Coverage:** Insurance Services Office Form CG 00 33 covering liquor liability on an occurrence basis, or CG 00 34 covering liability on a claims-made basis with limits no less than \$2,000,000 per occurrence.
3. **If the event includes automobile use: Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensed Establishment has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
4. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Licensed Establishment maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensed Establishment. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

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

Additional Insured Status

The City of Woodland, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensed Establishment including materials,

parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Licensed Establishment's insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

The City of Woodland, its officers, officials, employees, and volunteers are to be covered as additional insureds on the liquor liability coverage for work performed related to the special event. Coverage can be provided in the form of an endorsement to the Licensed Establishment's insurance at least as broad as CG 34 03–Additional Insured–State or Governmental Agency or Subdivision or Political Subdivision–Permits or Authorizations – Liquor Liability (occurrence-based liquor liability endorsement) or CG 34 04 (claims-made liquor liability endorsement).

Primary Coverage

For any claims related to this contract, the Licensed Establishment's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Licensed Establishment's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Licensed Establishment may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Licensed Establishment hereby grants to the City a waiver of any right to subrogation which any insurer of said Licensed Establishment may acquire against the City by virtue of the payment of any loss under such insurance. Licensed Establishment agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer or not.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Woodland. The City may require the Licensed Establishment to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Woodland.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Licensed Establishment must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Licensed Establishment shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Licensed Establishment's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.