

CRMA Insurance Requirements Workshop

*Procedures for Facility Use Agreements,
Vendors and Professional Services Contracts, and
Special Events Policies*

November 15th, 2022



Introductions

- Alan Caeton, Administrator
- Jeff Pierce, Director of Claims & JPA Services
- Lisa Perez, Administrative Assistant



What is the Purpose & Intent?

- Develop & identify opportunities to protect the District & JPA from liability exposure/claims that are related to District business activities (i.e. vendors, and professional services) and use of District facilities.
- Provide best practices and “plug and play” language for developing proper Indemnification Language and Insurance requirements in *most* contracts, including Facility Use contracts.
- Provide best practices on how to properly transfer risk and to how ensure the other party is financially capable of handling the risk they promised to indemnify.
- Provide guidance on how to read the other party’s Certificate of Insurance (“COI”) so that District can confirm it complies with its insurance requirements.
- Special Event policy use and application.

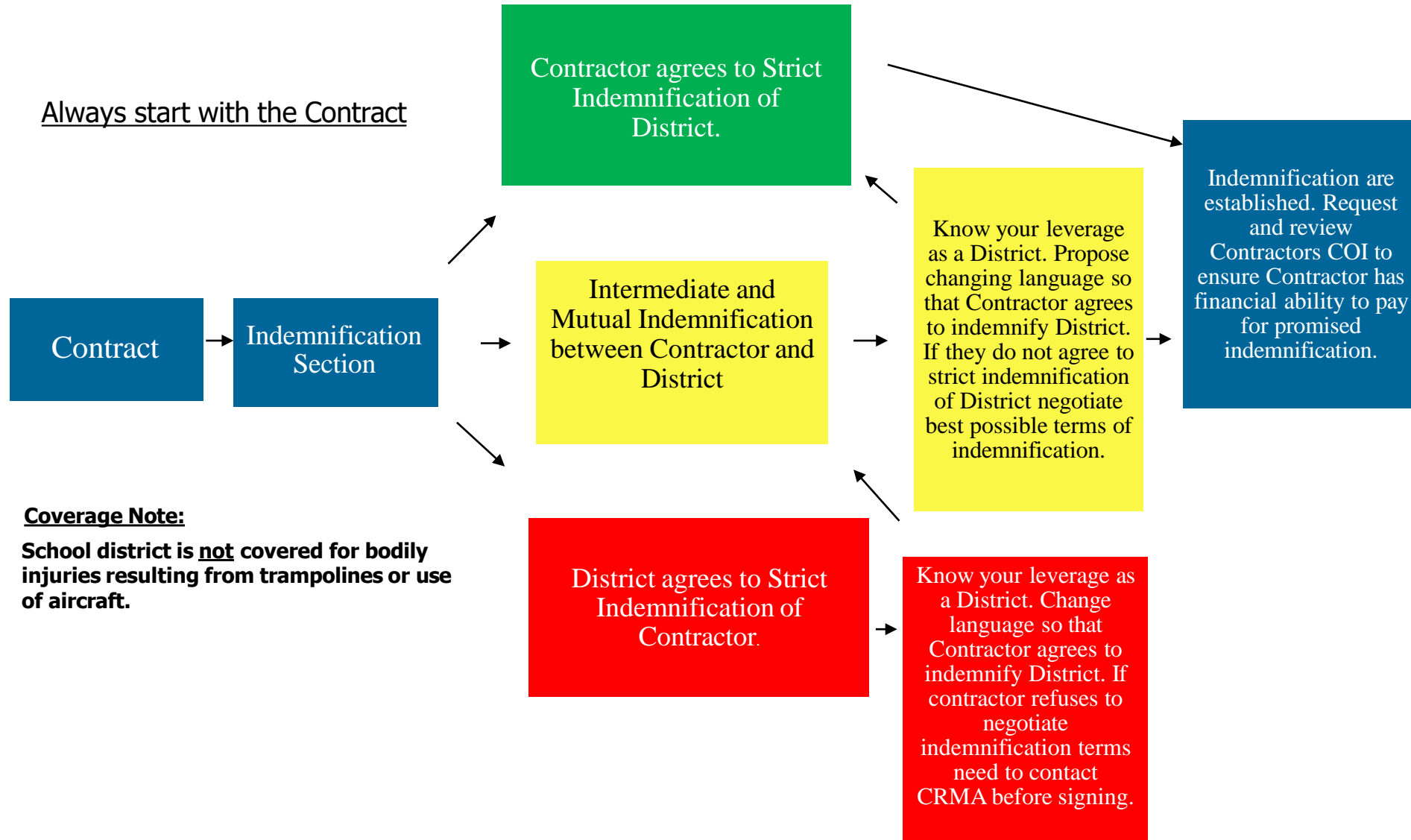


Negotiating Contracts

- Indemnification
- Insurance Requirements
- Endorsements

Indemnification Review Process Chart

Always start with the Contract



Coverage Note:

School district is not covered for bodily injuries resulting from trampolines or use of aircraft.



Crafting of Insurance Language

- Insurance language *flows from* agreements made in indemnification/hold harmless section of contract
- Insurance is the guarantee the funds are available to back up the indemnity provision. Which ensures that there are funds available to back up the indemnity provisions.
- Insurance Requirements and endorsements need to be specified in the contract. Thus the other party will only be trying to satisfy those required limits.



Usual Lines of Insurance to Evaluate

- Commercial General Liability
- Automobile Liability
- Excess or Umbrella Liability
- Professional Liability
- Workers' Compensation and Employer's Liability



Commercial General Liability

- Includes the following types of coverage:
 - Bodily injury and Property damage
Personal injury (libel, slander, defamation)
 - Advertising injury (trademark)
 - Products & completed operations – must have for any product liability or construction defect exposures.

- **Limits to Require**

- *CRMA recommends \$2,000,000/\$4,000,000*
- *Not less than \$1,000,000 - Can be much more for “complex” projects.*

Aggregate Limit Issues

- Contractor Spread too thin?
- Per Project Limits Needed?



Automobile Liability

- **Covers damage done to third parties of two types:**

- *Bodily Injury*
- *Property Damage*

- **Limits to Require**

Not less than \$1,000,000 - Can be (should be) much more for certain operations, i.e. bus transportation.



Excess or Umbrella Liability

- Used to increase limits for CGL and Automobile
- Excess applies to a specific coverage
- Umbrella applies to multiple liability coverages



Professional Liability

- “Errors & Omissions” (E&O) insurance
- Coverage typically applies to financial losses, as opposed to a bodily injury or property damage, resulting from a contractor's error during performance of contract. These losses will not result in a CRMA claim therefore it is District's option on whether to require it or not. With that being said, it is good business practice to do so especially if working with attorney's, architects, doctors, or engineers.
- Can be required of any contractor providing “professional services.” (i.e. consultant, technology company,



Workers' Compensation

- **Covers Employers legal liability to employees**
- **Single most important** coverage in terms of “probability of loss”
- If **not** in place, owner will be held financially responsible
- Waiver of Subrogation



Endorsements Required

- The Endorsements are extremely important and work towards achieving our coverage goals and protecting the District!
- Endorsements change the policy for our requirements
- Make sure the endorsements are provided in the Certificate of Insurance
- See COI/Endorsement Tab as Example



Additional Insured Endorsement

- Must have to amend the policy
- General Liability – Most Important
- Auto Liability – Useful but not critical
- E & O – Not appropriate but need written indemnity agreement



Primary and Non-Contributing Endorsement

- Changes coverage to be stacked as opposed to side by side
- Vendor policy to pays its limits first then District policy vs policy pro rata from dollar one



Waiver of Subrogation

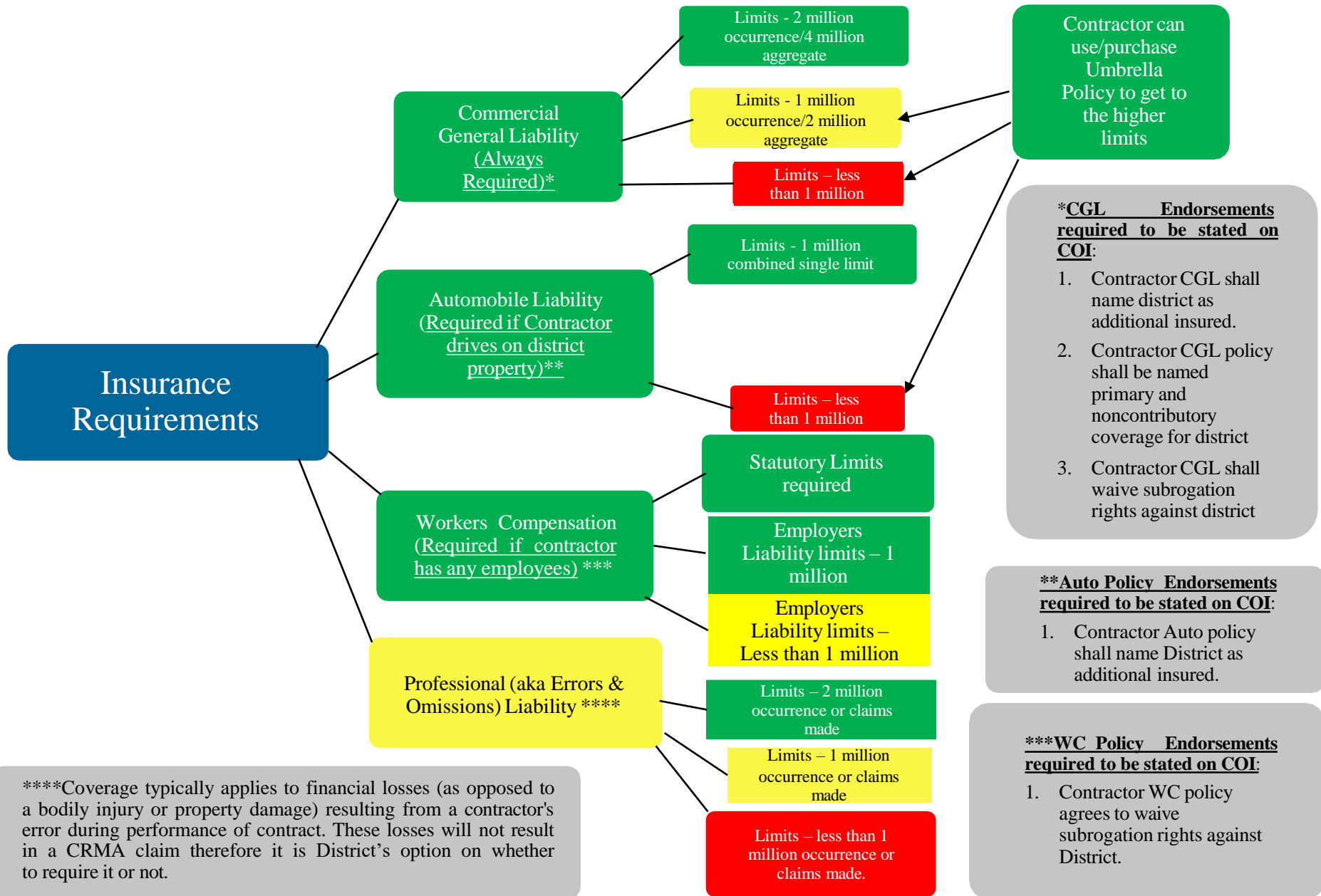
- Subrogation is defined as a legal right that allows one party (e.g. insurance company) to make a payment that is actually owed by another party and collect the money from the responsible party
- Waiver of Subrogation prevents the insurance company from pursuing claims against the District for its payments under the policy
- The primary exposure is Workers Compensation claims made by employees of vendors working on District premises. However we require a General Liability Waiver of Subrogation as well



Types of Contracts with Insurance Requirements

- Please refer to the sections in the handout for examples and
- Available on your JPA website
- Facility Use
- Consultant/Professional Services
- Vendors (Food Vendors)

Insurance Requirement Chart



Questions?



- What about booster clubs?
- How do I access The insurance requirements on my JPA website?

CRMA I Insurance Requirements – **Facility Use/Vendor**

The Renter shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to District. The certificate of insurance and required endorsements shall be provided prior to commencement of any operations or use and prior to the expiration of each renewal of the policy. District may request and Renter shall, upon request, provide a true and certified copy of each policy. No payment will be issued until District has received acceptable insurance documentation.

If Renter normally carries insurance in an amount greater than the minimum limit of liability or minimum coverage terms and conditions required by District, that greater limit of liability and or broader coverage normally carried shall become the minimum required limit of liability and or coverage terms of insurance for purposes of this CONTRACT. Therefore, Renter hereby acknowledges and agrees that any and all insurance carried by Renter shall be deemed liability insurance for all actions it performs, use of premises or operations in connection with this CONTRACT and as limits of liability and or coverage afforded to District and any other Person or Organization as Additional Insured's under Renter's insurance policies.

In addition to the requirements outlined below for each insurance policy, Renter agrees that it will have each insurance policy endorsed to provide:

1. The policy shall be endorsed to provide thirty (30) days notice of cancellation, except ten (10) days notice for nonpayment of premium to District. Notice may be delivered by mail or email. If email notification is the method selected by the insurance company, the Renter shall advise District and request the email address to which notice is to be sent.

Commercial General Liability Insurance:

1. Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01.
2. The minimum limit of liability shall not be less than **\$2,000,000** per occurrence and **\$4,000,000** general aggregate.
3. The policy shall include Contractual Liability.
4. District and any other Person or Organization which District is required to include as Additional Insured under a contract and their respective, owners, directors, officers, employees, agents and volunteers shall be named as Additional Insured's for on-going operations and products and completed operations; such coverage for the Additional Insured's shall be primary and non-contributory insurance and the limit of liability available to the Additional Insured's shall be the full limits of the Renter's insurance and shall not be limited, reduced or restricted by any endorsement which limits the available limit of liability to the Additional Insured's to the minimum amount required in a written contract. The Additional Insured coverage shall be provided using ISO forms CG 2010 and CG 2037 with an edition date of 07 04 or equivalent.

5. If the policy includes a Cross Suits endorsement or an Insured vs. Insured exclusion endorsement, the endorsement may not exclude a claim by an Additional Insured against the Named Insured or a claim by one Additional Insured against another Additional Insured.
6. The policy shall be endorsed to include a waiver of subrogation in favor of the District and any other Person or Organization the District is required by contract to provide a waiver of subrogation.
7. The policy shall include coverage for Bodily Injury to a participant in any activity and shall not include a Participant exclusion, Athletic Participant exclusion or a sub-limit of liability for Bodily Injury to a Participant.

Commercial Automobile Liability:

1. Commercial Automobile Liability Insurance which afford coverage at least as broad as Insurance Services Office for CA 0001 coverage "Any Auto" (Symbol 1), including coverage for all owned, non-owned and hired automobiles.
2. The limit of liability shall not be less than **\$1,000,000** each accident.
3. The policy shall include Contractual Liability.
4. District and any other Person or Organization which District is required to include as Additional Insured under a contract and their respective owners, directors, officers, employees, agents and volunteers shall be named as Additional Insured's; such coverage for the Additional Insured's shall be primary and non-contributory insurance and the limit of liability available to the Additional Insured's shall be the full limit of the Renter's insurance and shall not be limited, reduced or restricted by any endorsement which limits the available limit of liability to the Additional Insured's to the minimum amount required in a written contract.
5. The policy shall be endorsed to include a waiver of subrogation in favor of the District and any other Person or Organization the District is required by contract to provide a waiver of subrogation.

Workers Compensation and Employer's Liability:

1. Workers Compensation Insurance, as required by the State of California and Employer's Liability Insurance.
2. The limit of liability for Employer's Liability shall not be less than **\$1,000,000**.
3. The policy shall be endorsed to include a waiver of subrogation in favor of the District and any other Person or Organization the District is required by written contract to provide a waiver of subrogation.

Umbrella or Excess Liability:

1. The policy shall provide, on a follow form basis or by separate endorsement, the same coverage for the Additional Insured's as provided on the primary general liability and automobile liability policies and the coverage shall be endorsed to be primary and non-contributory insurance for the Additional Insured.
2. The following primary coverage's shall be scheduled as underlying insurance: General Liability and Automobile Liability.

3. The policy shall provide on a follow form basis or be endorsed to include a waiver of subrogation in favor of the District and any other Person or Organization the District is required by contract to provide a waiver of subrogation.
4. The policy shall include coverage for Bodily Injury to a participant in any activity and shall not include a Participant exclusion, Athletic Participant exclusion or a sub-limit of liability for Bodily Injury to a Participant.

FACILITY USE AGREEMENTS

Broker Instruction:

The certificate of insurance will only be accepted if each or the required endorsements are included with the certificate of insurance and the required coverage statements are included on the certificate of insurance. After reviewing the certificate of insurance and each endorsement, if any endorsement is rejected, the entire certificate of insurance and all endorsements must be re-submitted. We will not accept only a new endorsement which replaces the rejected endorsement. The district will not keep partially complete insurance documents on file. It is your responsibility to provide the complete set of insurance documents consisting of the current certificate of insurance with each express statement and each required endorsement which is to be reviewed for approval by the district.

Required endorsements which are to accompany the certificate of insurance.

Commercial General Liability:

- Additional insured endorsement on-going operations.
- Additional insured endorsement product or completed operations.
- Primary and non-contributing insurance for the additional insured's.
- Waiver of rights of recovery.

Automobile Liability

- Additional insured
- Primary and non-contributing insurance for the additional insured
- Waiver of rights of recovery.

Workers Compensation

- Waiver of rights of recovery.

Umbrella or Excess Liability

- Primary and non-contributing insurance endorsement or policy wording which provides this coverage.
- Additional insured endorsement or policy wording. If the policy is follow form as respects additional insureds then, a statement to this affect.
- Waiver of subrogation endorsement or policy wording. If the policy is follow form as respects waiver of subrogation, then a statement to this affect.

CRMA I Insurance Requirements - Consultant

The Consultant shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to District. The certificate of insurance and required endorsements shall be provided prior to commencement of any service, work or operations and prior to the expiration of each renewal of the policy. District may request and Contractor shall, upon request, provide a true and certified copy of each policy. No payment will be issued until District has received acceptable insurance documentation.

If Consultant normally carries insurance in an amount greater than the minimum limit of liability or minimum coverage terms and conditions required by District or the CONTRACT, that greater limit of liability and or broader coverage normally carried shall become the minimum required amount and or coverage terms of insurance for purposes of this CONTRACT. Therefore, Consultant hereby acknowledges and agrees that any and all insurance carried by Consultant shall be deemed liability insurance for all actions it performs in connection with this CONTRACT and as limits of liability and or coverage afforded to District and any other Person or Organization as Additional Insured's under Consultant's insurance policies.

In addition to the requirements outlined below for each insurance policy, Consultant agrees that it will have each insurance policy endorsed to provide:

1. The policy shall be endorsed to provide thirty (30) days notice of cancellation, except ten (10) days notice for nonpayment of premium to District. Notice may be delivered by mail or email. If email notification is the method selected by the insurance company, the Consultant shall advise District and request the email address to which notice is to be sent.

Commercial General Liability Insurance:

1. Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01.
2. The minimum limit of liability shall not be less than \$2,000,000 per occurrence. .
3. The policy shall include Contractual Liability.
4. District and any other Person or Organization which District is required to include as Additional Insured under a CONTRACT and their respective, owners, directors, officers, employees, agents and volunteers shall be named as Additional Insured's for on-going operations and products and completed operations; such coverage for the Additional Insured's shall be primary and non-contributory insurance and the limit of liability available to the Additional Insured's shall be the full limits of the Consultant's insurance and shall not be limited, reduced or restricted by any endorsement which limits the available limit of liability to the Additional Insured's to the minimum amount required in a written contract. The Additional Insured coverage shall be provided using ISO forms CG 2010 and CG 2037 with an edition date of 07 04 or equivalent.

5. The policy shall be endorsed to include a waiver of subrogation in favor of the District and any other Person or Organization to which the District is required to provide a waiver of subrogation in a CONTRACT.

Commercial Automobile Liability:

1. Commercial Automobile Liability Insurance which afford coverage at least as broad as Insurance Services Office for CA 0001 coverage "Any Auto" (Symbol 1), including coverage for all owned, non-owned and hired automobiles.
2. The limit of liability shall not be less than \$1,000,000 each accident.
3. The policy shall include Contractual Liability.
4. District and any other Person or Organization which District is required to include as Additional Insured under a CONTRACT and their respective owners, directors, officers, employees, agents and volunteers shall be named as Additional Insured's; such coverage for the Additional Insured's shall be primary and non-contributory insurance and the limit of liability available to the Additional Insured's shall be the full limit of the Consultant's insurance and shall not be limited, reduced or restricted by any endorsement which limits the available limit of liability to the Additional Insured's to the minimum amount required in a written contract.
5. The policy shall be endorsed to include a waiver of subrogation in favor of the District and any other Person or Organization the District is required by Contract to provide a waiver of subrogation.

Workers Compensation and Employer's Liability:

1. Workers Compensation Insurance, as required by the State of California or the State in which the project is located, if other than California, and Employer's Liability Insurance.
2. The limit of liability for Employer's Liability shall not be less than \$1,000,000.
3. The policy shall be endorsed to include a waiver of subrogation in favor of the District and any other Person or Organization to which the District is required to provide a waiver of subrogation in a CONTRACT.

Umbrella or Excess Liability:

1. The policy shall provide, on a follow form basis or by separate endorsement: the same coverage for the Additional Insured's as provided on the primary general liability and automobile liability policies; the coverage shall be endorsed to be primary and non-contributory insurance for the Additional Insured.
2. The following primary coverage's shall be scheduled as underlying insurance: General Liability and Automobile Liability.
3. The policy shall provide on a follow form basis or be endorsed to include a waiver of subrogation in favor of the District and any other Person or Organization the District is required by CONTRACT to provide a waiver of subrogation.

Professional Liability:

1. Professional liability or errors and omissions insurance shall be provided and include coverage for all services performed by the Consultant or by others on behalf of the Consultant.
2. The limits shall not be less than \$2,000,000 each claim and annual aggregate.
3. The retroactive date on the policy shall be prior to the date of this contract or the first date of work or service under this contract.
4. The policy shall include an extended reporting or discover term option of not less than 36 months.
5. The policy shall be endorsed to include a waiver of subrogation in favor of the District and any other Person or Organization to which District is required to provide a waiver of subrogation in a CONTRACT.

CONSULTANT

Please provide these Insurance requirements to your Insurance Broker.

We will only accept certificates of insurance which are accompanied by the required endorsements and which contains the required express statements by the Insurance Broker or Insurance Company issuing the certificate of Insurance.

The required express statements are:

Commercial General Liability Insurance Policy:

- The commercial general liability policy does not include a cross suits exclusion or insured vs. insured exclusion which excludes any claim made by or against an additional insured.
- The commercial general liability policy is endorsed to include as additional insured Insert District AI Wording for ongoing operations / product completed operations and includes an endorsement providing the insurance for the additional insured's is primary and non-contributing with any insurance or self-insurance of the additional insured
- The commercial general liability policy is endorsed to waive rights of recovery against Insert District AI Wording.

Automobile Liability Insurance Policy:

- The automobile liability policy is endorsed to include as additional insured Insert District AI Wording and includes an endorsement providing the insurance for the additional insured's is primary and non-contributing with any insurance or self-insurance of the additional insured
- The automobile liability policy includes a waiver of rights of recovery from Insert District AI Wording

Workers Compensation and Employer Liability Policy:

- The workers' compensation policy is endorsed to provide a waiver of rights of recovery from Insert District AI Wording.

Umbrella Liability or Excess Liability Policy:

- The umbrella or excess liability policy includes the commercial general liability and automobile liability policies as scheduled primary underlying insurance.
- The umbrella or excess liability policy provides additional insured coverage for ongoing operations and product completed operations and a waiver of rights of recovery for Insert District A I Wording on a following form or by endorsement.

The umbrella or excess liability policy has been endorsed to be primary and non-contributing insurance for the additional insured's. A copy of the endorsement or policy wording is included with this certificate of insurance.

The umbrella or excess liability policy does not include a cross suits exclusion or insured vs. insured exclusion which excludes any claim made by or against an additional insured.

Professional Liability:

The professional liability policy waives rights of recovery from Insert District's AI Wording.

The professional liability policy does not exclude bodily or property damage.

Contractors Pollution Insurance: **(When Required)**

The contractor's pollution insurance includes as an additional insured Insert District's AI Wording.

The contractor's pollution insurance is endorsed to be primary and non-contributing insurance for Insert District's AI Wording.

The contractor's pollution insurance is endorsed to waive rights of recovery from Insert District's AI Wording.

The contractor's pollution insurance does not include a cross suits exclusion or insured vs. insured exclusion which excludes any claim made by or against an additional insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME		FAX (A/C, No):
	PHONE (A/C, Ext):	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED	INSURER A: Philadelphia Indemnity Company		18058
	INSURER B: Philadelphia Insurance Company		R92535
	INSURER C: Star Insurance Company		18023
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2015-2016 CERTS **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy #	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			Policy #	1/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			Policy #	1/01/2022	01/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Policy #	1/01/2022	01/01/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Event Date & Description: _____
 School District, its Officers, Directors, Employees and Volunteers are named as Additional Insureds as respects general liability when required by contract which includes
 1. Additional Insured & Auto Additional Insured Endorsement; 2. Endorsement Primary and Non-Contributory for Commercial General Liability;
 3. Endorsement Waiver of Subrogation for General Liability and Worker's Compensation All Forms attached.

CERTIFICATE HOLDER

CANCELLATION

School Districts Full Name & Address

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
School District, its Directors, Officers, Employees, Volunteers, and Agents OR Blanket All Person(s) or Organization (s) as required by written contract agreement or permit.	All Locations SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
School District, its Directors, Officers, Employees, Volunteers, and Agents OR Blanket All Person(s) or Organization (s) as required by written contract agreement or permit.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

School District, its Directors, Officers, Employees, Volunteers, and Agents
OR

Blanket All Person (s) or Organization(s) as required by written contract, agreement or permit

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
School District, its Directors, Officers, Employees, Volunteers, and Agents	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. If the contract between the additional insured and you requires that the insurance afforded by this policy be primary and noncontributory, this insurance shall be primary and noncontributory but only as to the general liability policy(ies) where that additional insured is listed as the named insured on the declaration page(s) of such policy(ies).

All other terms and conditions of this policy remain unchanged.

Sample - Do Not Use

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): School District, its Directors, Officers, Employees, Volunteers, and Agents

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

School District, its Directors, Officers, Employees,
Volunteers, and Agents

**SAMPLE WC WAIVER OF
SUBROGATION**

Thank you for purchasing your Event General Liability Insurance from HUB International Insurance Services, Inc., and for becoming a member of Special Event Liability Group Insurance Trust.

We are pleased to provide a copy of the completed insurance application and recommend you save it as an electronic file.

At the top of the application is a section called "Next Steps." This section includes the package of documents that are your event insurance documents.

Your next steps:

1. Select the "Named Insured Forms" link. Once you have opened the Named Insured Forms, you should file them (save them as a file on your electronic device) for future reference or use. You may also forward them to your printer for printing.
2. Select the "Additional Insured Forms." There is a separate package of forms for each additional insured and certificate of insurance holder. Select each Additional Insured Forms package and file it for future reference or use. Many additional insureds will want you to email their entire package of documents. You may also forward them to your printer for printing and personal delivery.

The Master Policy link is a link to the Master Insurance Policy to which you and your event have been added as a Member/Insured. This document contains all the terms, conditions, exclusions and limitations applicable to your event insurance. It is a very large electronic file. If you want to open or save the Master Policy document, click on the Master Policy link.

A paid receipt is also included as a record of your electronic payment. When you receive your credit card statement, the billing company will appear as Worldwide Facilities, LLC.

If you need to request a change on your policy or you have other policy service or claim service needs, you should call or email:

HUB International Insurance Services, Inc.

Phone: (925) 609-6500 – ask for the Special Event Program Department

Email: specialevent@hubinternational.com

Special Event Liability Group Insurance Trust
Event Application – Commercial General Liability

THIS IS NOT A BINDER. INCOMPLETE FORMS WILL BE RETURNED FOR COMPLETION.

Applicant Information

1. Named Insured (Event Holder) is a:

- | | | |
|--|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> LLC or LLP | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Public Agency | <input type="checkbox"/> Not-For-Profit |
| <input type="checkbox"/> Trust or Estate | <input type="checkbox"/> Labor Union | <input type="checkbox"/> Religious Organization |
| <input type="checkbox"/> Unincorporated Assoc. | <input type="checkbox"/> Informal Group or Committee | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Other | |

Describe: _____

2. Event Holder / Named Insured (as it is to appear on the policy):

(Event holder name as shown on the permit or rental agreement)

Is this Named Insured the:

- Property Owner? Yes No
Property Manager? Yes No

2a. Are you a:
Vendor/Exhibitor/Caterer? Yes No
Instructor? Yes No
Event Holder? Yes No

3. Address _____

City: _____ State: _____ Zip: _____

4. Contact Person _____

5. E-mail: _____ Website: _____

6. Home Phone _____ Business Phone: _____

7. Fax # _____ Cell Phone: _____

Event Information

8. Name & Type of Event: _____

9. Name of Facility _____
(name of place where event is being held)

10. Event Location _____

City: _____ State: _____ Zip: _____

11. Facility Owner _____

12. Address _____

City: _____ State: _____ Zip: _____

13. Is there a Property Manager that requires being included as Additional Insured?
 Yes No If yes, Name _____
 Address _____
 City: _____ State: _____ Zip: _____

14. Are there any caterers, vendors, concessionaires, exhibitors, entertainers, promoters or sponsors which are to be included as an Insured under this insurance policy?
 Yes No If yes, provide their name, mailing address and type of service to your Event.
(Type of service = caterer, vendor, concessionaire, exhibitor, entertainer, promoter or sponsor) Add additional pages if required.

Type of Service: _____
 Sells or Serves Alcoholic Beverage Yes No
 Name _____
 Address _____
 City: _____ State: _____ Zip: _____

Type of Service: _____
 Sells or Serves Alcoholic Beverage Yes No
 Name _____
 Address _____
 City: _____ State: _____ Zip: _____

15. List each date the Event will be held, expected attendance and event duration each day. Include event set up and take down days. Indicate if alcoholic beverage is sold or served for each day. Attach a separate page if necessary. If the time goes past midnight, be sure to include the new day and the hours.

Date	Event Hours		Attendance (Expected)	Alcoholic Beverages				Hours when Alcoholic Beverages are served or sold	
	Start	End		Served		Sold		Start	End
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

16. Describe the Event and list all activities. Attach a separate page if necessary. If the Event is more than one day, include the date(s) each activity occurs.

<input type="checkbox"/> Anniversary	<input type="checkbox"/> Confirmation	<input type="checkbox"/> Quinceanera
<input type="checkbox"/> Baby Shower	<input type="checkbox"/> Engagement	<input type="checkbox"/> Reception
<input type="checkbox"/> Baptism	<input type="checkbox"/> Graduation	<input type="checkbox"/> Retirement
<input type="checkbox"/> Bar mitzvah	<input type="checkbox"/> Lecture (Describe Topic)	<input type="checkbox"/> Reunion
<input type="checkbox"/> Bat mitzvah	<input type="checkbox"/> Meeting (Describe Topic)	<input type="checkbox"/> Wedding
<input type="checkbox"/> Birthday	<input type="checkbox"/> Ordination	<input type="checkbox"/> Wedding Shower
		<input type="checkbox"/> Other (Describe below): _____

17. If Birthday, please indicate the year which is being celebrated.

<input type="checkbox"/> 1yr. – 8yrs.	<input type="checkbox"/> 21yrs. – 29yrs.	<input type="checkbox"/> 50yrs. – 59yrs.
<input type="checkbox"/> 9yrs. – 13yrs.	<input type="checkbox"/> 30yrs. – 39yrs.	<input type="checkbox"/> 60 and over
<input type="checkbox"/> 14yrs. – 20yrs.	<input type="checkbox"/> 40yrs. – 49yrs.	

18. If concert, will dancing be permitted? Yes No
If yes, is there a designated dance floor or area? Yes No

19. Do you expect any celebrities or highly public individuals to attend or participate in your event?
 Yes No

If yes, please list the individuals and classify the individual entertainer, political figure, business person, religious person, civil rights, foreign dignitary, etc.

Individual

Class of Celebrity or Public Figure

20. For all Events, please indicate the expected age range of the attendees.
 13 and under 24 – 29 40 – 49 60 and over
 14 – 23 30 – 39 50 – 59

21. Will your Event have overnight stay or lodging? Yes No
If yes, lodging is arranged by: Event Holder Attendees

22. Is the Event Holder required to add as additional insured the Property Owner providing the lodging?
 Yes No

Property Owner Name _____

Address: _____

City: _____ State: _____ Zip: _____

Lodging Facility Name _____

Address: _____

City: _____ State: _____ Zip: _____

23. Is your Event indoor, outdoors or both?

Indoor

Outdoor

Both

23a. If event is outdoors, does the facility have permanent lighting? Yes No

24. The Event is: Open to the Public Private Group Personal Invitation Only

25. Will you sell tickets to attend the Event? Yes No

25a. If yes,

1. How many tickets do you expect to sell? _____

2. What is the expected total receipts from ticket sales? _____

3. What is the price per admission ticket? _____

4. Tickets are: Pre-sold Only Sold only at the door Both

26. Do you expect to receive donations to attend this Event? Yes No

27. Seating at the Event is: Assigned Seating Open Seating
 Bring Your Own Seating Grandstands or Bleachers

28. Will the Event have security? Yes No

If yes, show type of security and list number of security personnel.

16-3

Type of Security & # of Security Personnel

Type of Security	#	Type of Security	#
<input type="checkbox"/> Facility Security		<input type="checkbox"/> Private Security Co.	
<input type="checkbox"/> Private Security-Not employees of a Security Co.		<input type="checkbox"/> Police or Sheriff	
<input type="checkbox"/> Peer Group or Ushers		<input type="checkbox"/> Employees of Event Holder	
<input type="checkbox"/> Parent Chaperones		<input type="checkbox"/> Volunteers	

29. Security will be: Armed Unarmed # of Persons: _____

30. Is the Event being advertised or promoted? Yes No If yes, how? (Include all methods)

Television Yes No Radio Yes No

News Paper Yes No Brochure Yes No

Handout or Announcement Yes No Billboard Yes No

Poster Yes No Other Yes No

Event Web site Yes No

Describe

Website address

31a. Will alcoholic beverages be served? Yes No If yes,

1) Will you charge a fee or collect a ticket? Yes No

2) Do people pay to attend? Yes No

3) Do you receive a donation? Yes No

31b. Type of Alcoholic Beverage: Beer Wine or Champagne Mixed Drinks or Full Bar

31c. Estimated sales receipts for Alcoholic Beverages _____

31d. Do you have a caterer or vendor serve or sell the alcoholic beverage?

Yes No

If yes, have you received a Certificate of Insurance from the caterer or vendor showing they have liquor liability insurance? Yes No

31e. How many different locations at the Event will alcoholic beverage be served or sold? _____

31f. Are you required to obtain or have a liquor license for your Event?

Yes No

31g. What management practices do you have in place to monitor and control the consumption of alcoholic beverages?

Yes No Alcoholic beverages must be purchased and consumed in a confined area where persons below the legal drinking age are not permitted.

Yes No Everyone must show identification to receive an alcoholic beverage.

Yes No Individuals over the legal drinking age receive a wristband or other form of identification.

Yes No There is a limit of two servings provided to any one individual per visit to the concession.

- Yes No Staff monitors the consumption and is instructed not to serve anyone who is apparently intoxicated.
- Yes No The concession or bar is closed at least one hour prior to the end of the Event.

32. Does your Event include any athletic or recreational activity? Yes No

If yes, list each activity, the date of the activity and the number of participants each day.

<u>Date</u>	<u>Activity</u>	<u># of Participants</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

33.a Explain your procedure for collecting and keeping Waivers and Release of Liability Forms, which have been signed by all participants. (The insurance policy will have a warranty that all athletic participants are required to sign a Waiver and Release of Liability. The insurance policy will exclude any claim for injury by an athletic participant, if that individual did not sign a Waiver and Release of Liability).

33.b Provide a copy of the Waiver and Release of Liability, which will be signed by all participants.

34.a Will your Event have music? Yes No
 If yes, what type of music? Live Music Disc Jockey Stereo/CD Player

34.b What type of music will be played? Indicate all types, which will be played.

- | | | |
|--|--------------------------------------|-------------------------------------|
| <input type="checkbox"/> 1950's/1960's | <input type="checkbox"/> Folk | <input type="checkbox"/> Punk |
| <input type="checkbox"/> Acid Rock | <input type="checkbox"/> Funk | <input type="checkbox"/> Rap |
| <input type="checkbox"/> Alternative | <input type="checkbox"/> Goth | <input type="checkbox"/> Rave |
| <input type="checkbox"/> Big Band | <input type="checkbox"/> Goth Metal | <input type="checkbox"/> Reggae |
| <input type="checkbox"/> Blues | <input type="checkbox"/> Hard Rock | <input type="checkbox"/> Rockabilly |
| <input type="checkbox"/> Bubblegum | <input type="checkbox"/> Heavy Metal | <input type="checkbox"/> Ska |
| <input type="checkbox"/> Classical | <input type="checkbox"/> Hip Hop | <input type="checkbox"/> Soft Rock |
| <input type="checkbox"/> Country Soul | <input type="checkbox"/> Industrial | <input type="checkbox"/> Soul |
| <input type="checkbox"/> Country & Western | <input type="checkbox"/> Jazz | <input type="checkbox"/> Symphony |
| <input type="checkbox"/> Death Rock | <input type="checkbox"/> New Wave | <input type="checkbox"/> Techno |
| <input type="checkbox"/> Disco | <input type="checkbox"/> Pop | <input type="checkbox"/> Other |
| <input type="checkbox"/> Ethnic or Foreign Culture | <input type="checkbox"/> Psychedelic | |

Describe

35. Does the Event include any of the following activities? If yes, describe the activity on a separate page.

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Inflatable Activities (please provide a list of each Inflatable Activity) |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Animals or Animal Acts |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Climbing Wall |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Horseback Riding or use of Horses |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Skate Board Activities |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Roller Blade or Roller Skate Activities |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Bicycle or Unicycle Activities |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Watercraft Activities or Use |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Use or Demonstration with Guns |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Use or Demonstration with Fire |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Use or Demonstration with Chemicals |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Providing Medical or Chiropractic Information or Care |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Any Construction or Demolition Work |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Any use of Scaffolding or Elevated Platform more than 4 feet above ground level |

If yes, please explain:

36. Does the Event include any of the following? **Claims arising out of each is excluded under this insurance policy.**

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Aircraft, Balloon Ride or Gliders |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All Terrain Boarding |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Base Jumping |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Bouldering |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Boxing, Wrestling, Hockey, Contact Karate or Martial Arts, Football, Lacrosse or Rugby |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Bungee Jumping |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Circus Acts or Carnival Rides |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Concerts exceeding 6 hours of performance time |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Concert or Dance with Mosh Pit |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Diving, Platform Diving or Spring Board Diving |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Hang Gliding |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Kayaking, Rafting or Canoeing |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Mechanical Amusement Ride |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Motorized Sporting Equipment |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Mountain Biking |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Power Boats |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Professional Sporting Activity; Games, Races or Contest of a professional nature with cash prize |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Pyrotechnics, Fireworks, Explosives, Black Powder |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Rap, Heavy Metal or Rock Concert |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Rock Climbing |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Rodeo and Roping Events (including practice) |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Skin Diving |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Scuba Diving |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Sky Diving |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Tractor Pull/Truck Pull |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Trampoline |

37. Have you held this Event or a similar Event in past years? Yes No

If yes, please list all claims arising during the past five years from the Event. None

Date of Claim	Claimant	Description	Paid to Date	Total Expected

38. Do you require that any vendors or Event service providers provide Certificates of Insurance and name you and the property owner as Additional Insureds?

Yes No

If yes, provide a copy of the Certificate of Insurance from the vendors or service providers from whom you have received Certificates and Additional Insured Endorsements.

39. Do you have an Emergency Evacuation Plan? Yes No

If yes, explain how Event Management and Event Attendees are notified.

40. Will there be Medical Personnel present at the Event? Yes No If yes, identify the number of:

Doctors	_____	EMT/EMS	_____
Paramedics	_____	Other	_____
Nurses	_____		_____

41. Is there an Ambulance on site? Yes No

42. The following items are required to be submitted with this information form.

- 1) Copy of all Certificates of Insurance from vendors that list you as an Additional Insured. (If you have received them.)
- 2) Copies of all Brochures, Promotional Materials and Event Advertising.
- 3) Copy of the Complete Schedule of Events or Activities.
- 4) Copy of the Waiver and Release of Liability to be signed by Participants in any recreational or athletic activity.

The applicant declares that the information contained in the application is true and that no material facts have been suppressed or misstated.

The applicant understands and acknowledges that the information contained in the application is deemed material and that any policy issued by the Company is done so in reliance upon the truth of the applicant's representations.

The applicant understands that incorrect information could void coverage.

The applicant requests that this application for insurance coverage be submitted for consideration to Special Event Liability Group Insurance Trust. Accordingly, the applicant authorizes and directs any person or organization whatsoever to release and furnish to the Company all information requested which may relate to the applicant's insurability. The applicant also consents to the review by the Company of all claims and any incidents or occurrences likely to result in a claim. The applicant agrees to cooperate in the review of claims, which apply to the coverage requested.

Any person who knowingly and with intent to defraud an insurance company or other person, files an application for insurance containing false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

Notice to New York Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature _____ **Title** _____ **Date** _____

Name _____

(Owner, Partner or Officer)

THE APPLICANT UNDERSTANDS THAT COMPLETION OF THIS APPLICATION NEITHER BINDS COVERAGE NOR GUARANTEES THAT A POLICY WILL BE ISSUED.

Master Policy Number	103 GL 0193585-01
Member Endorsement Number	22003637
Date	10/20/2022

Authorized Representative



Type of Insurance Commercial General Liability Occurrence Form CG 00 01 12 07

Forms and Endorsements:

Number	Title
CAPRNOTICE-0911	California Notice – Premium Refunds
D2-0120	Important Notice (CA)
ILP001-0104	US Treasury Department’s Office of Foreign Assets Control (“OFAC”) Advisory Notice
PRIVACYNOTICE-0820	Notice of Insurance Information Practices
U094-0415	Service of Suit
SIGCIC-0817	Signature Page
DCJ6550-0117	Common Policy Declarations
U001-1004	Schedule of Forms and Endorsements
DCJ6553-0702	Commercial General Liability Coverage Part Declarations
U411-0615	Liquor Liability Coverage Supplemental Declarations
CG0001-0413	Commercial General Liability Coverage Form
CG0033-0413	Liquor Liability Coverage Form
CG2412-1185	Boats
UCG2175-0115	Certified Acts of Terrorism and Other Acts of Terrorism Exclusion
CG2001-0413	Primary and Noncontributory – Other insurance Condition
CG2010-0413	Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization
CG2037-0413	Additional Insured-Owners, Lessees or Contractors-Completed Operations
CG2109-0615	Exclusion-Unmanned Aircraft
CG2116-0413	Exclusion-Designated Professional Services
CG2149-0999	Total Pollution Exclusion Endorsement
CG2153-0196	Exclusion-Designated Ongoing Operations
CG2167-1204	Fungi or Bacteria Exclusion
CG2196-0305	Silica or Silica-Related Dust Exclusion
CG2244-0413	Exclusion-Services Furnished by Health Care Providers
CG2404-0509	Waiver of Transfer of Rights of Recovery Against Others to Us
IL0021-0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
T1007-0507	Exclusion-Concert Liability
T1065-0408	Common Policy Conditions
T1523-0111	Separation of Insureds-Insured Members and Reporting Endorsement
T1944-0112	Additional Insured-Volunteers
T4326-0113	Conditional Liquor Liability Endorsement
T5152-0117	Exclusion-Designated Operations
T5153-0117	Exclusion-Rides
T5380-0817	Additional Insured-State or Governmental Agency or Subdivision or Political Subdivision-Permits or Authorizations
T5407-0118	Limits of Insurance-Designated Project or Premises
T5408-0118	Cross Suits Exclusion
T5409-0118	Additional Insured-Designated Person or Organization

(LIST CONTINUED ON FOLLOWING PAGE)

Master Policy Number	103 GL 0193585-01
Member Endorsement Number	22003637
Date	10/20/2022

Forms and Endorsements (Continued):

<u>Number</u>	<u>Title</u>
T5531-0119	Exclusion-Designated Activities
T5532-0119	Additional Insured-Designated Person or Organization
T5533-0119	Additional Insured-Managers or Lessors of Premises
T8022-0820	Alaska Policyholder Notice
U002A-0916	Minimum Earned Premium
U009-0310	Aircraft Products and Grounding Exclusion
U016-0310	Athletic or Sports Participants Exclusion
UO18-0520	Exclusion-Communicable Disease, Virus or Bacteria
U048-0310	Employment-Related Practices Exclusion
U1010-0819	Exclusion-Cyber Injury, Electronic Data, and Confidential or Personal Information
U173AS-0708	Cancellation
U175-0608	Multiple Coverages Limitation
U232-0104	Exclusion-Punitive, Exemplary or Multiple Damages
U266-0510	Exclusion-USL&H, Jones Act or Other Maritime Laws
U276-0310	Exclusion-Breach of Contract
U466-0212	Exclusion-Lead
U467-0212	Exclusion-Asbestos
U684-0511	Exclusion-Abuse or Molestation
U018-0713	Exclusion - Communicable Disease

State Surplus Lines Notification

CALIFORNIA DISCLOSURE : Worldwide Facilities, Inc (WWFI) may be charging you a brokerage fee for providing the basic services set forth herein. The amount of the mutually agreed upon brokerage fee, if any, is the amount included on our invoice. The general brokerage services we perform include, but are not limited to, searching our relevant market(s) for appropriate combination(s) of price, coverage and security for a particular risk. WWFI may also be entitled to receive compensation, directly or indirectly, from the insurer that accepted and bound your business, even when you have been charged a brokerage fee. The above disclosures are required by Section 1623 of the Insurance Code of the State of California when a wholesale intermediary broker transacts insurance with, but not on behalf of, an admitted insurer. Worldwide Facilities, Inc, in the interest of transparency, includes this disclosure on transactions with both admitted and non-admitted carriers where brokerage fees are involved. Please review the above quotation/binder carefully; terms and/or conditions may differ from those requested in your submission. In addition to the above mentioned exclusions, the policy contains other standard exclusions; specimen policies are available upon request. Terms herein are summarized for use by a licensed broker and should not be submitted in this format to the applicant. Please call with any questions. This quotation/binder is subject to all terms and conditions of the policy to be issued. The quotation/binder shall be terminated and voided by delivery of a policy to either the insured, his agent or representative. The coverage will remain in effect for the term indicated unless cancelled by the insured, WWFI or the Company, via written notice. This quotation/binder is a privileged document and shall not be released or assigned in whole or in part to any other person or entity without the written consent of WWFI, endorsed hereon.

Master Policy Number

103 GL 0193585-01

Member Endorsement Number

22003637

Date

10/20/2022

Full Named Insured Schedule

First Named Insured:

Master Policy Number

103 GL 0193585-01

Member Endorsement Number

22003637

Date

10/20/2022

Full Location Schedule

Master Policy Number

103 GL 0193585-01

Member Endorsement Number

22003637

Date

10/20/2022

Additional Insured Schedule

Additional Insured Name: Madera Unified School District

Mail Address: 1902 Howard Rd, Madera, CA 93637

Additional Insured Type: Property Owner, Manager, Lessor of Premises

CERTIFICATE OF LIABILITY INSURANCE

DATE
10/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ADMINISTRATOR Hub International Insurance Services, Inc P.O Box 4047 Concord CA 92424-4047	CONTACT Special Event Department PHONE (925) 609-6500 FAX (925) 609-6550 E-MAIL specialevent@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company NAIC # 39993 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Alexander Gonzalez 231 Rancho Mirage Madera CA 93638	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE AND INSURED MEMBER ENDORSEMENT LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	INSURED MEMBER ENDT NUMBER	COVERAGE EFFECTIVE/EXPIRATIN DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE APPLIES SEPARATELY TO THE NAMED INSURED AS PER ATTACHED ENDORSEMENT T1523-0111	22003637	11/19/2022 / 11/20/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 LIQUOR LIABILITY PER OCCURRENCE (AGGREGATE INCLUDED IN GENERAL LIABILITY AGGREGATE) \$ 2,000,000

MASTER POLICY NUMBER: 103 GL 0193585-01 **EFFECTIVE DATE:** 2022-01-01 **EXPIRATION DATE:** 2022-12-31 12:01 A.M. Standard Time at your Mailing Address.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as Additional Insured as per endorsement T5409-0118.
 This insurance is Primary and Non-Contributing as per endorsement T1095-0108.
 The insurance company waives rights of recovery as per endorsement CG2404-0509.
 The Insured Member Endorsement cannot be cancelled by the insurance company as per endorsement T1523-0111.

Event Type: Event Holder
 Event Locations: 601 Lilly Street Madera CA 93638

CERTIFICATE HOLDER

Madera Unified School District

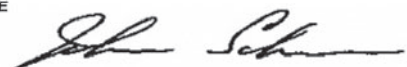
 1902 Howard Rd

 Madera CA 93637

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Master Policy Number: 103 GL 0193585-01
Member Endorsement Number: 22003637

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>School District, its officers, Directors, Employees, Volunteers, and Agents</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IF CAREFULLY.

SEPARATION OF INSUREDS – INSURED MEMBERS AND REPORTING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Master Policy Number:
103 GL 0193585-01

Member Endorsement Number:
22003637

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, and **SECTION I – LIQUOR LIABILITY COVERAGE, 2. Exclusions** of the **LIQUOR LIABILITY COVERAGE FORM** are amended and the following added:

This insurance does not apply to:

Unreported Events

“Bodily injury”, “property damage”, “personal and advertising injury” or “injury” arising out of any “Insured Member(s)” that you have not reported in the Policyholder’s Bordereaux, subject to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Reporting Provisions** added in item E. below.

However, this provision does not apply in the event of an unintentional error or omission in not reporting an “Insured Member” in the Policyholder’s Bordereaux if such “Insured Member” received a Certificate of Insurance and paid the premium prior to the “bodily injury”, “property damage” or “personal and advertising injury” or “injury” that resulted in a claim or “suit”.

- B. **SECTION II – WHO IS AN INSURED, 1. a.** of the **COMMERCIAL GENERAL LIABILITY** and **LIQUOR LIABILITY COVERAGE FORMS**, is deleted and replaced with the following:

- a. An individual, you and your spouse are a named insured, but only with respect to your conduct as an “Insured Member” named on the Certificate of Insurance referenced in item C. below.

- C. **SECTION II – WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY** and **LIQUOR LIABILITY COVERAGE FORMS** is amended and the following added:

4. Any “Insured Member” issued a Certificate of Insurance evidencing coverage under this Master Policy will qualify as a Named Insured. However, for the “Event Information” designated in the Certificate of Insurance:

- a. **COVERAGE A** does not apply to “bodily injury” or “property damage” that occurred before the “Event Information” inception date shown in the “Certificate policy period”; and
- b. **COVERAGE B** does not apply to “personal and advertising injury” arising out of an offense committed before the “Event Information” inception date shown in the “Certificate policy period”; and
- c. **LIQUOR LIABILITY COVERAGE** does not apply to “injury” that occurred before the “Event Information” inception date shown in the “Certificate policy period”.

- D. **SECTION IV – COMMERCIAL GENERAL LIABILITY** and **LIQUOR LIABILITY CONDITIONS, 7. Separation Of Insureds** is deleted and replaced with the following:

7. Separation Of Insureds

This insurance is provided under a Master Policy and applies:

- a. as if each “Insured Member” shown on a Certificate of Insurance were the only Named Insured; and

- b. separately to each "Insured Member" against whom claim is made or "suit" is brought.

The Limits of Insurance shown in the Certificate of Insurance issued to the "Insured Member" will apply separately to each "Insured Member" to which this insurance applies.

All terms and conditions of this Master Policy are the terms and conditions applicable to the "Insured Member" during the "Certificate policy period".

If the expiration date of the "Certificate policy period" shown on the Certificate of Insurance issued to the "Insured Member" is after to the expiration date of the Master Policy, coverage will cease upon the expiration date of the "Certificate policy period." In no event will coverage for the "Insured Member" extend beyond twelve (12) months after the expiration of the Master Policy.

If the expiration date of the "Certificate policy period" shown on the Certificate of Insurance issued to the "Insured Member" is prior to the expiration, termination or cancellation date of the Master Policy, coverage will cease upon the expiration date of the "Certificate policy period."

If this Master Policy is terminated or cancelled prior to the expiration date of the "Certificate policy period" shown on the Certificate of Insurance issued to the "Insured Member", coverage for the "Insured Member" will continue under the terms and conditions of the Master Policy until the expiration of the "Certificate policy period." In no event will coverage for the "Insured Member" extend beyond twelve (12) months after the termination or cancellation of the Master Policy.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS and SECTION IV—LIQUOR LIABILITY CONDITIONS are amended and the following added:

Reporting Provisions

- a. The premium charged at the inception of each policy year is an advance premium. Upon our receipt of your complete Policyholder's Bordereaux at the end of each "reporting period", an endorsement will be issued by us for any adjustment in premium because of "Insured Member(s)" you added or deleted in the Policyholder's Bordereaux.
- b. Premium Reporting:
 - (1) You must file a Policyholder's Bordereaux with us each "reporting period" and at Expiration, in accordance with this Reporting Provision, showing separately each "Insured Member" to be covered. In addition to the information required by the Policyholder's Bordereaux, you must include a copy of the Certificate of Insurance issued evidencing the "Insured Member's" coverage provided by this Master Policy.
 - (2) You may not correct an inaccurate Policyholder's Bordereaux after a claim or "suit" has occurred.
- c. Failure to Submit a Policyholder's Bordereaux:

Coverage only applies to:

 - (1) "Insured Member(s)" shown in the Policyholder's Bordereaux you filed with us prior to the "bodily injury", "property damage", "personal and advertising injury" or "injury" that resulted in a claim or "suit", or,
 - (2) "Insured Member(s)" shown on reports or Certificates of Insurance that were on file with HUB International Insurance Services, Inc. prior to the "bodily injury", "property damage" or "personal and advertising injury" or "injury" that resulted in a claim or "suit".

However, paragraph c. does not apply in the event of an unintentional error or omission in not reporting an "Insured Member" in the Policyholder's Bordereaux except if such "Insured Member" received a Certificate of Insurance and paid the premium prior to the "bodily injury", "property damage", "personal and advertising injury" or "injury" that resulted in a claim or "suit".

F. **SECTION IV – COMMERCIAL GENERAL LIABILITY and SECTION IV — LIQUOR LIABILITY CONDITIONS, 5. Premium Audit**, are deleted and replaced with the following:

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only.

If the policy is cancelled, to determine any premium refund or additional premium due, we may elect to use an earned premium computed by an audit or pro rata or less than pro rata calculation of the advanced premium or minimum premium. Paragraph **5.** of **A.** Cancellation of the Common Policy Conditions is amended accordingly.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

G. **SECTION V – DEFINITIONS** is amended and the following added:

1. “Insured Member” means:

- a. a member of the First Named Insured shown in the Declarations and named as the Event Holder on a Certificate of Insurance issued evidencing the “Insured Member’s” coverage under this Master Policy; and
- b. evidenced on the Policyholder’s Bordereaux filed with the company.

Throughout this policy the words “you” and “your” refer to the “Insured Member” as a Named Insured under this Master Policy.

2. “Event Information” means the event and the area or location where the event is being conducted provided the event is designated on the Certificate of Insurance issued to that “Insured Member” and Policyholder’s Bordereaux filed with the company.
3. “Certificate policy period” means the period of time coverage under this Master Policy will apply for the “Insured Member” indicated on the Certificate of Insurance issued to that “Insured Member”.
4. “Reporting period” means the period of time shown below that you must record and file with us a Policyholder’s Bordereaux on all changes to the issued Certificates of Insurance, including copies of the Certificates of Insurance issued evidencing the “Insured Member’s” coverage under this Master Policy.

The “reporting period” is:

- a. each calendar month starting at policy inception, and then each consequential month, and
- b. ninety (90) days from the date of non-renewal or the date of cancellation if this policy is cancelled prior to policy expiration.

Each monthly Policyholder’s Bordereaux shall include Certificates of Insurance issued within the previous three (3) calendar months that were not previously reported to us.

All references to LIQUOR LIABILITY in this endorsement only apply if a LIQUOR LIABILITY COVERAGE PART is attached to this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.

School District, its officers, Directors, Employees, Volunteers, and Agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.