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 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.

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).

SAMPLE COI

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Company	18058
	INSURER B : Philadelphia Insurance Company	R92535
	INSURER C :	
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	Y	Policy #	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			Policy #	1/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Policy #	1/01/2022	01/01/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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.Endorsement Additional Insured 2.Endorsement Primary and Non-Contributory 3.Endorsement General Liability Waiver of Transfer Rights Subrogation 4.Endorsement Auto Designated 5.Endorsement Workers Compensation Waiver of Subrogation All Forms attached.

CERTIFICATE HOLDER

School District Full name
address

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

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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
, 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.	

SAMPLE

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.

© ISO Properties, Inc., 2004

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
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.

Sample - Do Not Use

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

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:
, 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

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

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):
, 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.

SAMPLE

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NAMED INSURED:
POLICY NUMBER:
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06

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**
its Directors, Officers, Employees, Volunteers, and Agents	

SAMPLE WC WAIVER OF SUBROGATION

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From the WCIRB's California Workers' Compensation Insurance Forms Manual – 1999.