

Windsor Insurance Requirements for Special Events

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or Claims Made Form CG 0002).
2. Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance, (if applicable).
3. Host Liquor Excess Liability as required by the State of California, (if applicable).
4. Vendors, Exhibitors and Concessionaires Liability coverage, including Liquor Liability, (if applicable).
5. Pyrotechnical, Mechanical Amusement or Carnival Devices Excess Liability coverage, (if applicable).

Minimum Limits of Insurance

Insured shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with this general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury or disease, \$1,000,000 each employee bodily injury by disease.
3. Host Liquor, Vendors, Exhibitors and Concessionaires, Pyrotechnical or Mechanical Amusement and Carnival Devices Liability: \$1,000,000 each occurrence written on a Commercial or Homeowners Policy including the CG 20 26 11 85 (Modified) Endorsement.

Deductible and Self Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the Town. If possible, the Insured shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers; or shall provide evidence satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The General Liability policy is to contain or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of this event by or on behalf of the named insured.
2. For any claims relating to this event, the insured's insurance shall be primary insurance as respects to the Town, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, agents or volunteers shall be excess of the Insured's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the Insurer except after thirty (30) days prior written notice has been given to the Town.

If General Liability coverage is written on a Claims Made form:

- a. The "Retro-Date" must be shown, and must be before the date of the contract.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro-Date" prior to the contract effective date, the Insured must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the event.
- d. A copy of the claims reporting requirements must be submitted to the Town for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. A non-admitted company should have an A.M. Best's rating of A:X or higher.

Verification of Coverage

The Insured shall furnish the Town with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Town unless the insurance company will not use the Town's forms. All endorsements are to be received and approved by the Town before the event commences. As an alternative to the Town's forms, the Insured may provide complete copies of all required insurance policies, including endorsements effecting the coverage by these specifications.

Contractors

The Insured shall include all contractors, i.e. caterers, decorators and coordinators as insured's under its policies or shall furnish separate certificates and endorsements for each contractor. All coverage's for contractors shall be subject to the requirements stated herein.