



Yolo County Public Agency Risk  
Management Insurance Authority  
(YCPARMIA)

# **SPECIAL EVENT INSURANCE REQUIREMENTS MANUAL**

December 2019

## YCPARMIA Insurance Requirements for Special Events

The Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA) is pleased to provide these updated Guidelines for Special Events Insurance Requirements to YCPARMIA Members.

The purpose of this manual is to serve as a guide for understanding, assessing, and developing proper insurance requirements for short term space rentals and special events. Along with its supplementary documents, this manual details how to establish insurance types and limits with third parties (i.e. vendors, civic groups and users of entity property), and how to monitor compliance with those requirements during the term of the contract.

YCPARMIA has a board-approved “Policy Regarding Minimum JPA Guidelines For Special Event Programs Coverage” (**K-20**).

As a quick reference, we have developed “**YCPARMIA Special Event Insurance Requirements Matrix**”. As we all know, risk management is more of an art than a science; therefore, while these documents will provide guidance in the majority of situations you will encounter, there could be exceptions to the rules contained herein. In such event, YCPARMIA staff are available to provide support and advice.

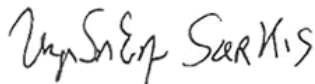
Vendors, short term renters, or civic groups can meet the insurance requirements by presenting a current certificate of insurance, purchasing required coverage from insurance brokers if they don't have required coverage, or by simply purchasing the one-time special event coverage that YCPARMIA offers. For many renters/vendors, purchasing special event coverage through YCPARMIA may be the most convenient and economic choice. This coverage is underwritten by Evanston insurance Company.

Attached are a generic “Insurance Requirements for Rental of Facilities”, “Frequently Asked Questions”, and a “Risk Assessment Tool”. We have also included Alliant's Special Events Program booklet for your reference. We recommend member entities contact YCPARMIA for a quotation as there may be circumstances where underwriter's prior review and approval is necessary.

YCPARMIA is committed to providing the most relevant insurance and risk management training to its members. As such, we encourage our member entities to fully take advantage of “Contracts and Insurance Requirements” workshops that we periodically, and as needed, offer to our members.

We appreciate the opportunity to work with our members to meet risk management needs. Please contact YCPARMIA staff for assistance or should you have any questions regarding the information provided.

Sincerely,



Armond Sarkis  
CEO/Risk Manager  
YCPARMIA

## **POLICY REGARDING MINIMUM JPA GUIDELINES FOR SPECIAL EVENT PROGRAMS COVERAGE**

Before August 1987, each entity within Yolo County Public Agency Risk Management Insurance Authority had to set its own standards for insurance requirements for applicants using entity property. Usually it was difficult for an applicant to obtain liability insurance on his own because applicants have a very limited market in which to purchase liability insurance. This has led to insurance requirements being inconsistent from entity to entity. Since 1990, Yolo County Public Agency Risk Management Insurance Authority has been able to make available to applicants a Special Events Program Insurance Coverage with a \$1,000,000 limit. With this coverage now available, it is necessary to set minimum standards so the liability insurance requirements will be uniform between all the entities of YCPARMIA. These requirements will be dependent upon type of event, number of people involved, and location of event.

### **ACQUIRING LIABILITY INSURANCE**

There are three ways of acquiring liability insurance for a special event. One way is to get a certificate of insurance or endorsement on the applicant's homeowner's policy with the entity named as additional insured. However, it is very difficult to get a homeowner's policy to name an entity as an additional insured. Without naming the entity as an additional insured, a homeowner's policy does not afford the entity any liability coverage at all. If a homeowner policy doesn't name the entity as an additional insured, the policy only insures the homeowner for his actions. For example, if a person was injured at the Senior Center, the applicant's homeowner policy would only cover the applicant, not the entity, and then only if the applicant had been the person directly responsible for the injury. Also, most homeowner's policies are not for \$1,000,000. However, if an applicant belongs to a large service organization that purchases liability insurance through the organization, they may be able to obtain a certificate/endorsement for \$1,000,000 naming the entity as an additional insured. The certificate/endorsement must be provided 3 working days before the event.

Another way is for the applicant to buy a separate liability policy covering the special event for \$1,000,000 and naming the entity as an additional insured. Usually this is very expensive for the applicant. The certificate/endorsement of this insurance naming the entity as an additional insured must be provided 3 working days before the event.

The third way is to purchase the Special Event Program liability insurance. This has a \$1,000,000 limit of liability coverage with no deductible. There are some exclusions to this policy. Participants are NOT excluded except for contact sports listed on the policy. Also, pyrotechnical uses are excluded. The entity should call YCPARMIA for a quote, collect the premium (made payable to the entity), before the certificate of coverage is issued. The entity will receive a copy of the certificate. A copy of the certificate will be sent by YCPARMIA to the event holder and a copy will be sent with the quarterly report and payment to the insurance company.

## CLASSIFYING EVENTS

Class I activities are basically low-risk activities. Other relatively low-risk activities are sedentary group meetings that have fewer than 100 people, and are on a one-time basis. Class II activities are medium/average risk which are those that involve exercise type classes, any outdoor organized event that reserves space on an entity's property. Class III activities are moderate high/increased exposure average risks such as entertainment, picnics with pools or lakes with no lifeguards, or athletic events. Waivers and release of liability forms will be required for all athletic events.

## LIABILITY INSURANCE LIMITS

On extremely low-risk events, held indoors, without liquor (i.e. small classes on investments, cake decorating, computer lessons), entities may consider waiving liability insurance requirements. Then the entity's own liability insurance coverage would be the only insurance covering any exposure.

If alcoholic beverages are served/sold, liquor liability coverage shall be mandated for any event for an additional premium and require \$1,000,000 liability insurance coverage.

Unless liability insurance can be purchased through a large organization, the Special Event Program liability insurance appears to be the least expensive to the applicant and the best coverage for the entity. YCPARMIA's main concern is that its liability insurance requirements are met, not that applicants use the Special Event Program liability insurance specifically. Regardless of who issues the liability policy, the entity must be named as an additional insured and a certificate/endorsement naming the entity as an additional insured must be provided to the member entity 3 working days before the event.

Adopted 10/19/87  
Revised 8/23/00  
Revised 7/28/04  
Reviewed 3/25/2019

# YCPARMIA Special Event Insurance Requirements Matrix

## Recommended Coverages

All limits should be custom fit to the attendance size, location, activities planned and other factors. Consult with YCPARMIA for advice. Most required insurance can be met through purchasing a short term special event policy underwritten by Evanston through YCPARMIA. Please contact YCPARMIA for pricing and placement of such policies. Evanston's Special Event coverage does not include workers' compensation, auto liability or sexual molestation coverages.

## Recommended Endorsements

Type Activity, Engagement or Short Term Rental	Commercial General Liability Insurance	Workers' Compensation Insurance *	Automobile Liability Insurance	Professional Liability (Errors and Omissions)	Sexual Abuse/ Molestation Liability	Liquor Liability	Additional Insured Endorsement	Waiver of Subrogation General Liability	*Waiver of Subrogation Workers Compensation
AEROBIC & JAZZERCISE CLASSES	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
ANIMAL ACTS/SHOWS	\$2,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
ANIMAL TRAINING	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
ANTIQUE SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
ART FESTIVALS / SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
AUCTIONS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
AUTO SHOWS (No Auto Coverage)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
AWARDS PRESENTATIONS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
BALLETS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
BANQUETS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
BAZAARS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
BEAUTYPAGEANTS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
BICYCLE RALLIES	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
BINGO GAMES	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
BLOCK PARTIES / Street Closures (Excludes Bleachers)	\$2,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
BOAT SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
BODY BUILDING CONTESTS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
BUSINESS MEETINGS / SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	

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CARNIVALS (NO Rides)	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
CASINO & LOUNGE SHOWS (No Performers or Crew Coverage)	\$2,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
CHAMBER OF COMMERCE EVENTS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
CHRISTMAS TREE LOTS / FARMS (No cut your own)	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
CHARITY BENEFITS (Including Auctions/ Sales)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
CINEMAS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
CIVIC CLUB MEETINGS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
COMEDY SHOWS (No Performers or Crew Coverage)	\$2,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
CONCERTS (No Hip/Hop, Rap, Heavy Metal) Classical, Indoors under 1,500 attendees or Symphony	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
CONCERTS (No Hip/Hop, Rap, Heavy Metal) Outdoors under 1,500 attendees, Rock under 5,000, Alternative under 1,500 attendees	\$2,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
CONCERTS Hip/Hop, Rap, Heavy Metal any size attendance	\$5,000,000 per occurrence, \$10,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
CONSUMER SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
CONVENTIONS (Inside)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
CORPORATE EVENTS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
COUNTRY WESTERN EVENTS (NO Equine)	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	

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## Recommended Endorsements

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CRAFT SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
DANCE SHOWS (No Performer or Crew Coverage)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
DANCES	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
DEBUTANTE BALLS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
DEBUTS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
DINNER THEATERS (No Performer or Crew Coverage)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
DOG SHOWS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
DRILL TEAM EXHIBITIONS / COMPETITIONS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
EDUCATIONAL EXHIBITIONS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
ELECTRONICS CONVENTIONS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
EVANGELISTIC MEETINGS (Revivals, etc.)	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
EXHIBITIONS / EXHIBITS (Inside)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
EXHIBITIONS / EXHIBITS (Outside)	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
EXPOSITIONS (Inside)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
EXPOSITIONS (Outside)	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
FASHION SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
FILM PRODUCTIONS	\$5,000,000 per occurrence, \$10,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
FISHING EVENTS (Inside)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
FISHING EVENTS (Outside)	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
FLOWER SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
FOOD CONCESSIONS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	

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GARDEN SHOWS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
GYMNASTIC COMPETITIONS (No Participant Coverage)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
HARVEST FESTIVALS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
HAUNTED HOUSES	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
HEADS OF STATE EVENTS	\$5,000,000 per occurrence, \$10,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
HOME / HOUSING SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
HORSE SHOWS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
HOTEL SHOWS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
ICE SKATING SHOWS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
INTRUCTIONAL CLASSES (non-mechanical)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
JAM & JAZZ SESSIONS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
JOB FAIRS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
KIDDIELANDS (NO Rides)	\$2,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
LADIES CLUB EVENTS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
LECTURES	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
LIVE ENTERTAINMENT	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
LIVESTOCK SHOWS	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
LUNCHEONS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	



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MARATHONS	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
MARTIAL ARTS EVENTS	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
MEETING (Inside)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
MEETING (Outside)	\$2,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
MOBILE HOME SHOWS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
MOTION PICTURE THEATERS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
MUSICALS (NO Rock)	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
NIGHT CLUB SHOWS	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *	See Notes **			See Notes ***	X	X	
OPERAS / OPERETTAS	\$1,000,000 per occurrence	See Notes *	See Notes **			See Notes ***	X	X	
ORGANIZAED SIGHTSEEING TOURS	\$1,000,000 per occurrence	See Notes *	\$1,000,000 per accident for bodily injury and property damage			See Notes ***	X	X	
OVERNIGHT CAMPING	\$1,000,000 per occurrence	See Notes *			Special Circumstances: If children present: Sexual Abuse or Molestation \$3,000,000 per occurrence or claim \$5,000,000 aggregate	See Notes ***	X	X	
PAGEANTS	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
PARADES	\$2,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	

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<b>PARTIES / CELEBRATIONS - No Liquor</b>	\$1,000,000 per occurrence	See Notes *					X	X	
<b>PARTIES / CELEBRATIONS - With Liquor</b>	\$2,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.	X	X	
<b>PETTING ZOOS (NO FEEDING)</b>	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	
<b>PICNIC GROUNDS Without Pools or Lakes</b>	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
<b>PICNIC GROUNDS With Pools or Lakes OVER 150 Feet from Water</b>	\$2,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	
<b>PICNIC GROUNDS With Pools or Lakes less than 150 Feet from Water</b>	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	
<b>PLAYS</b>	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
<b>POLITICAL RALLIES</b>	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
<b>PROMOTERS</b>	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
<b>PROMS</b>	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
<b>PUMPKIN PATCHES / CORN MAZES</b>	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
<b>RECITALS (MUSIC, DANCE, PIANO)</b>	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
<b>RECREATIONAL EVENTS</b>	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	

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RELIGIOUS ASSEMBLIES (Church Services, Bible Study, etc.) DURATION OF TIME ONLY 6 WEEKS	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
REUNIONS	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
RUMMAGE SALES	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
RV SHOWS	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
SCHOOL BANDS EXHIBITIONS / COMPETITIONS	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
SCOUTING JAMBOREES	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
SEANCES	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
SEMINARS	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
SIDEWALK SALES	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
SKATING PARTY	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	
SKI EVENTS / DEMOS	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	
SOCIAL GATHERINGS (Indoors)	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
SOCIAL GATHERINGS (Outdoors)	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
SPORTING EVENTS Non-Professional (Indoor), BASEBALL, BASKETBALL, SOFTBALL, SOCCER, TENNIS, HANDBALL, RACKETBALL COURTS	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	
STATE & COUNTY FAIRS	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
STREET FAIRS	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
SWIMMING EVENTS: LIFEGUARD RATIO FOR AGES 0-12 MUST BE 1 TO 4 AND AGES 12 & UP 1 TO 6	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	
TELECONFERENCES	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	

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TELETHONS	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
THEATRICAL ROAD SHOWS	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	
THEATRICAL STAGE PERFORMANCES	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
TRADE SHOWS (Inside)	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
TRADE SHOWS (Outside)	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
UNION MEETINGS	\$3,000,000 per occurrence, \$5,000,000 Aggregate	See Notes *				See Notes ***	X	X	
VACATION SHOWS	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	
VOTER REGISTRATIONS	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
WEDDINGS & RECEPTIONS	\$2,000,000 per occurrence	See Notes *				See Notes ***	X	X	
WEDDING PHOTOGRAPHERS	\$1,000,000 per occurrence	See Notes *				See Notes ***	X	X	

\* If the activity includes usage of Entity's facilities/buildings, then require the organizer of the event to provide Workers' Compensation insurance with Statutory Limits along with Employers Liability limits of \$1,000,000 per accident or disease

\*\* If the activity involves frequent drives into and out of Entity owned or controlled properties, then require the organizer/renter to show evidence of Auto Liability Insurance of \$1,000,000 per accident for bodily injury and property damage

\*\*\* If renting a facility from the Entity and Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

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## Insurance Requirements for Rental of Facilities

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

*Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.*

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

### Other Insurance Provisions

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

#### ***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### ***Primary Coverage***

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

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

#### ***Waiver of Subrogation***

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

***Acceptability of Insurers***

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

***Verification of Coverage***

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Renter commences activities.

***Liquor Liability***

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

***Homeowners Insurance***

In some cases, the Renter's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Renter should provide these requirements to his or her agent to confirm and provide verification to the Entity.

***Special Events Coverage***

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from Entity.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

## FREQUENTLY ASKED QUESTIONS

The following questions represent those most often asked by users of this manual. If you have questions that are not answered by this section, please do not hesitate to contact your Alliant Account Administrator. As you can see by reviewing the following section, we all learn through the process of thoughtfully examining the risk management process.

**1. *If a lessee or contractor is a large one, do I still need to insist on the insurance requirements?***

**Yes;** you normally have no way of verifying that their assets are sufficient for losses that might occur, whereas you could be confident in an insurance carrier with a quality A.M. Best Rating.

**2. *Is it all right if the contractor alters the indemnification language?***

This is not advised. Indemnification language is carefully worded to afford your Entity as much protection as legally possible, and usually the exact language has been tested in court. Altering the language could weaken your Entity's protection and should only be undertaken on advice of your legal counsel.

**3. *Can we require an A.M. Best rating for a company that is "admitted" in California, or is this against the law?***

**Yes;** unless the company is providing a surety bond. State law requires owners to accept surety bonds from any surety company, in an effort to improve small firm contractors' chances in successfully bidding a job. If it is a federally approved surety company, you are obligated to accept the surety company. This can be reviewed on the web at:

<https://www.fiscal.treasury.gov/>

Remember, just because an insurance company is "admitted" does not ensure that they have the financial strength designation required by your contract. Also, we have removed the requirement for "admitted" insurers because so much insurance is now written by Surplus Lines insurers. We now suggest that insurers be "authorized" to write business in the state and rated by A. M. Best. These companies can offer advanced forms that can be tailored to specific needs. However, use careful verification that they do not take away needed standard coverages!

**4. *Why should we ask for property insurance on tenants' improvements and betterments, instead of just adding them to our property insurance policy?***

Unless the lease specifically states that your Entity gains ownership of these improvements as soon as they are installed, your Entity has no insurable interest in them; and, therefore, you usually cannot insure them under your policy. We recommend that you require tenants to insure their TIB's and personal property. If your entity does have an insurable interest, you may want to add the TIB's to your entity's property insurance.

**5. *If the contractor's insurance does not meet the criteria in our insurance requirement specifications, should we alter the requirements to fit the contractor's insurance?***

**No;** the insurance requirements language has been carefully worded to afford your Entity as much protection as possible, and it has been tested in court. Altering the language would



usually weaken your Entity's protection. It is not the responsibility of your Entity to tailor your requirements to what the contractor has; rather, the contractor should procure insurance to meet your specifications and truly, you are doing the contractor a favor in showing it the proper coverage needed in order to protect its business. We have worked very hard to recommend Insurance requirement specifications that not only protect the Entity, but are also realistic and available in the marketplace for the Contractor.

**6. *Does the "edition date" on the suggested ISO endorsements matter?***

**Yes;** there have been significant reductions in the coverage afforded to additional insureds by "updated" versions of these endorsements. A further discussion regarding these changes is contained in the section of this manual describing these endorsements.

**7. *If the agent or broker changes the word "endeavor" to "will provide" in the notification section of the certificate of insurance, are we okay?***

**No;** Certificates of insurance DO NOT alter the insurance coverage, and any changes that are necessary need to be endorsed onto the policy with a copy of the endorsement provided to your Entity. Agents and brokers will sometimes try to convince you that endorsements are unnecessary when the certificate has its standard wording changed; if so, you need to point out the box in the upper right hand corner of the certificate, which states that it DOES NOT amend or alter the insurance.

To ensure that the burden is on the insurance company to notify you of a change in status of coverage, you must receive an endorsement to this effect. Some carriers will provide such an endorsement, especially for larger projects, but most do not. Being named as an "additional insured" does NOT obligate the insurer to inform you of any status change in the policy since most policies require only the First Named Insured be notified.

Prior editions of this manual have suggested requiring notice of cancellation or coverage changes with 30 days' notice by USPS registered mail with a return receipt. This approach does not seem feasible in the current environment of electronic communications and express mail services. Moreover, some insurers refuse to take on this obligation and, in some states, the cancellation requirements are stronger. Many risk managers are now requiring that the contractor take on this responsibility. While this may be allowing the "fox to guard the henhouse", mid-term cancellations and reductions of coverage are so rare as to make the value of this term less important. If a contract involves a risk so substantial that the risk of cancellation or coverage reduction is heightened, a project specific policy with the Entity as an Additional Insured may be warranted.

NOTE: The latest edition of the standard certificate of insurance form now reads that "notice of cancellation will be provided in accordance with policy terms and conditions." This does not confer special rights on additional insureds and you must ask for an endorsement to the policy if your entity truly desires advance notice of cancellation.



**8. *Can lower limits be permitted when we are dealing with small contractors or artisans, and we are only using them for small jobs?***

**Yes;** there are some very small vendors or artisans that may provide a service to your Entity and the cost of obtaining standard limits may not be possible. You should always evaluate the potential of loss, potential benefit to the organization for the service provided and finally, the vendor's financial capacity to purchase coverage at reasonable rates. The dollar amount of an agreement would never be the sole determining factor on the insurance, however. Even in a small dollar Contract, determine if it involves any exposures that could result in significant loss such as kids, large crowds, high voltage, water, heights, ladders, scaffolding, pyrotechnics, flammable products, alcohol, etc. Please see Appendix A "Risk Assessment".

**9. *The contractor's agent says that we cannot get the endorsements as required by the Insurance Requirements in Contracts specifications; what can we do?***

In many instances, the agent or broker has not approached the insurance company with your request – the agent or broker is merely trying to discourage you from asking so that it will not have to bother. We recommend contacting the broker or agent directly. By informing the agent or broker of the needs and requirements of your Entity, he or she will typically provide you with the necessary endorsements required by your Entity. If this tactic does not work, please call an insurance advisor for confirmation of the unavailability of endorsements from the contractor's company.

Note that some states, California among them, now require prior approval of all insurance policy and endorsement forms by the Department of Insurance for "admitted" carriers. Therefore, use of custom endorsements may not be practical. However, many construction projects now use non-admitted carriers that are *A. M. Best* rated and on the LASLI surplus line list. In 2011, the List of Eligible Surplus Line Insurers, ("LES LI"), was replaced by the List of Approved Surplus Line Insurers, ("LASLI"). The LASLI is a voluntary list of non-admitted insurers that the California Department of Insurance ("CDI") has approved for use by surplus line brokers. Often these are part of large Insurance groups with the group rating, backing, and resources of the larger, often admitted, insurance group and this allows for customized endorsements. In these situations, we recommend that the Entity work with its insurance advisor and the contractor to determine what forms are available to obtain the desired coverage.

**10. *Do we need an additional insured endorsement on an automobile liability policy?***

An additional insured endorsement is usually not required on most business auto policies because the standard ISO forms now include coverage for "anyone held liable for the conduct of an insured is also considered an insured". Be careful with **non**-ISO policies since many, but not all, may contain this provision. It may be wise to require the additional insured coverage by using contract requirement language for the auto policy such as "the policy shall contain, or be endorsed to contain, Additional Insured coverage for the Entity." Also there are times when general and auto liability coverage are issued on a package policy and the additional insured endorsement can apply to all coverages.

**11. *How do we determine the proper limits of liability for any given job?***

Ask yourself how much damage the contractor could cause if it completely mismanaged its work causing bodily injury and property damage to others. Include in your estimate, lost time,

wages, extra expense incurred for repairing or replacing the work, and any future impacts. If this amount is more than the suggested amounts shown in the specifications in this manual, use the greater amount.

Keep in mind that the \$1 million per occurrence/\$2 million annual aggregate limits of the CGL were implemented in 1986. If simple cost of living adjustments are applied, that \$1 million rises to over \$4 million in present value of today's dollars. And, some research has shown that tort costs have increased an average of 8.7% annually since 1951 which would take that 1986 \$1 million dollars to over \$9 million in present value. The editors' experience indicates that a life care settlement including 24 hour care for just one severely injured claimant can reach over \$10 million in present value alone.

The editors have increased the standard requested limits of General Liability to \$5 million for contracts with construction risks and to \$2 million for other contracts. The Risk Manager will need to evaluate whether contracts require the suggested limits or a different amount. A major capital outlay project may require even higher limits. And, some smaller contracts such as facilities use agreements may not merit \$2 million, and a lesser amount may suffice. We have not increased the amount of auto liability limits because the business auto policy does not have an annual aggregate which means that the Entity need not be concerned about depletion of limits by other additional insureds, however, a catastrophic loss may prove \$1 million of limits inadequate. A contract involving charter transportation could very well merit a \$5 million limit or higher. Also, see the answer to question #8 above.

***12. Can we accept an insurer with less than an A.M. Best Rating A: VII or Standard & Poor's BBB?***

**Yes;** but keep in mind that the rating gives your Entity some confidence in that insurer's ability to cover all of its claim liabilities, including your potential claim. By accepting lower A.M. Best or Standard & Poor's ratings, you are exposing your Entity to the possibility that the insurer will be unable to pay any claim you or a third party may present. As an aside, major insurance brokers and agents also insist on placing clients in companies with high A.M. Best and Standard & Poor's ratings, as a way of protecting themselves against potential E&O claims from their clients.

***13. How do we discover what the rating of an insurer is?***

A.M. Best ratings can be accessed over the internet for no cost at [www.ambest.com](http://www.ambest.com). Go to the "Member Center" of the website to register for access to the ratings.

You also can go to the Standard & Poor's website to obtain the rating of a specific insurance company. You must register for access, although this is free of charge. Go to [www.standardandpoors.com](http://www.standardandpoors.com) and look for a "Find a Rating" link in the margin or header.

***14. What do the A.M. Best or Standard & Poor's Ratings mean?***

See Chapter Two, page 27 and 28, for a discussion of this question. Simply, the Standard & Poor's or A.M. Best ratings give your Entity a sense of the financial strength of the insurance company that is insuring the contractor.

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**15. Does a contractor need professional liability coverage?**

A contractor needs professional liability coverage if expected under contract to provide “professional” services. The simplest way to decide is to determine whether the nature of the services provided entail “brain work” or “physical work”. If it is only physical work, then a liability policy, general and/or automobile will most likely cover all your exposures to loss. However, if the work or a portion of the work is expected to involve the use of professional knowledge, professional liability insurance is required. As an example, if a contractor is merely following blueprints in constructing a building, it would involve only physical work and a general liability policy will suffice. However, if the contractor is a “design-build” firm, or decides that it knows of a better way to construct part of the building, and it alters the blueprints accordingly, then it has crossed the line over into providing “professional” service and would then need professional liability coverage to cover a subsequent loss.

**16. How long of a period of time do we require the claims-made professional liability insurance to be carried after completion of the project?**

A “claims-made” coverage will only respond to a claim that is presented while the policy is in force or during an extended reporting provision. Therefore, it is imperative that your Entity be protected as long as possible after the completion of the project, so that any claims caused by faulty design or other professional services (see Question 15) will be covered by the responsible party. Keep in mind your regular general liability policy will not cover professional liability losses, and therefore your contractor may be bare in the event of a claim arising out of professional services rendered on the project. Normally, professional liability policies can be purchased with a three year “tail” (reporting period), which will allow claims to be presented up to three years after the professional liability policy expires. If you can get a longer tail in your contract, do so.

**17. Does a contractor need proof of automobile liability when hired to work on the premises?**

**Yes;** for the simple reason that the contractor has to use some means of transportation to reach your premises, and to transport tools, supplies, and materials. If the contractor is determined to be engaged in business on your Entity’s behalf when it is involved in an automobile accident, then your Entity may be held liable. Further, since owners of vehicles are required to carry insurance anyway, this requirement carries little burden to the contractor.

**18. Should we ask to be named as an additional insured on the contractor’s professional liability policy?**

**No;** the contractor’s professional liability insurer will not comply with such a request. The reason is that the insurer does not want to pick up your Entity’s professional liability hazards, which it would do if you were an additional insured. Professional liability policies are specifically underwritten based on the professional history of the contractor. A contractor’s insurer is not interested in underwriting your Entity’s professional risk, and therefore will not add your Entity as an additional insured on the contractor’s policy.

**19. What can be done if we don’t have the proof of insurance when it is time to start the work?**

There is very little that can be done at this point in the process, which is why we **strongly** recommend that the indemnity and insurance specifications be sent out with the pre-bid

package. There are no good choices when this situation occurs; either you must delay the work while you wait for the proof, or you must take some risk until the proof is received, and hope that the contractor's insurance meets your specifications.

***20. Why can't we accept a certificate of insurance as proof of the Entity being named as an additional insured?***

In the upper right-hand corner of the ACORD Certificate of Insurance are the following words:

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below.

If any agent or broker tries to convince you that the certificate truly does confer rights or coverages, and that you therefore do not need the endorsements you are requesting (and some will) you can direct their attention to this statement.

***21. Why do we need an indemnity clause in our contract when we are added as an additional insured on the liability policy?***

Insurance is only one way that the contractor can financially guarantee its liabilities. If you have an indemnity provision in your contract with the contractor, that contractor is obligated to indemnify your Entity whether or not its insurance covers the loss. This puts the burden on the contractor rather than your Entity to make certain that its coverage is sufficient and current. Therefore, make sure your indemnity language is strong, and that if the contractor does not carry sufficient or correct insurance to cover their obligations to your Entity, it does have the assets to indemnify those uninsured or underinsured exposures.

In fact, the written indemnity clause in the contract is the real trigger for coverage as your contract, under normal circumstances, is an "Insured Contract" as defined under the Commercial General Liability policy (CGL). The CGL confers automatic coverage for "Insured Contracts," (unless endorsements provide otherwise) but the Entity must have a written contract containing indemnity language in your favor prior to the loss in order to trigger coverage. As a result, the indemnity clause is crucial to trigger coverage and may even cover items not covered by the Additional Insured Endorsement.

***22. Should we ask for a waiver of subrogation from the contractor's insurer?***

In the case of workers' compensation and property insurers **yes**; if your Entity does not do so, the contractor's insurance company can look to your Entity to reimburse any claims cost that they have incurred defending or indemnifying its insured on your project when there is contributory negligence by your entity in the loss. "Subrogation" is the transfer to the insurance company of the contractor's right to collect for damages from another party, in this case, your Entity.

In the case of liability insurers **no**; but this is true only if your Entity is named as an "additional insured" on the contractor's liability policy. Current case law holds that it is against public policy to allow an insurer to subrogate against its own insured, even an "additional insured." As long as your Entity is diligent in securing and confirming its additional insured status (by insisting on receiving a copy of the additional insured endorsement), there is no reason to require a waiver of subrogation on a liability policy.

*Editor's note: the phrase "waiver of subrogation" is no longer used in the ISO Commercial General Liability form; rather the phrase "Transfer of Rights of Recovery against Others to Us" is now used. While the editors normally favor using the current industry language rather than historical legal terms, in this case we believe "waiver of subrogation" remains the best way to communicate to contractors and the legal community the intent of the agreement.*

**23. *If a hold harmless agreement is not necessarily legally binding, why do we need to include it?***

While a hold harmless agreement does not relieve your Entity of legal liability for your Entity's own negligence, it may obligate the Contractor and his Insurance Company to pay for it.

First, we suggest risk management professionals be precise with language. The phrase "hold harmless" is customarily used in the context of "hold harmless, defend and indemnify," which the profession tends to refer to as an "indemnity clause" in an agreement. The paragraph with this clause is titled "Agreement to Indemnify" or similar in many agreements. Each word in the phrase "hold harmless, defend and indemnify" conveys a different duty to be performed by the indemnitor. Even if the indemnity agreement is not fully enforced, or the indemnified party has separate negligence, the written agreement to indemnify is essential to triggering contractual liability coverage under the "insured contract" definition in the ISO CGL policy of your Contractor. Your Entity can not transfer all liability from an agreement, but without any agreement to indemnify your Entity is bare as respects the contractor's insurance.

**24. *Should we require bonds in contracts that are not construction related?***

**Yes;** there are a number of situations when your Entity may want to require bonds. You may want to consider bonds when dealing with certain types of vendors, such as vendors that provide personalized products such as customized information systems, those that supply specific equipment designed and built for your Entity or vendors that provide specific services for your Entity. Although bonds may not be required on all vendor agreements, it is important to understand how they may save your Entity in the event that the vendor fails to deliver or lacks the funding to finish its project.

**25. *Should we require that contractors provide proof of terrorism coverage in their insurance programs?***

**Maybe;** the Federal Government has mandated that all insurers offer coverage for "terrorist acts" for an additional premium. Though this coverage is currently available, many insureds are declining it due to the additional cost. It is unclear to what extent a contractor could be responsible for any act of terrorism that occurs while performing tasks for your Entity. You may consider the coverage on construction projects which may be impacted as a result of a terrorist attack. As with any exposure, you must identify the potential for risk. If the project is politically sensitive or considered highly visible, the inclusion of terrorism coverage may be necessary.

**26. *What do I do if my contractor states that they are self-insured for liability, auto, and workers' compensation, and they cannot provide a certificate of insurance?***

In the State of California, organizations that are self-insured for **workers' compensation** must have a Certificate of Consent to Self-Insure issued by the State of California Department of



Industrial Relations. They must also have authorization from the State to self-insure their auto exposure, but this is not the case for general liability. First, obtain copies of their documents granting them the authority to self-insure for workers compensation and automobile liability. Second, obtain a letter from the contractor that clearly states all of the requirements in your agreement apply to their self-insurance. Next, you will need to confirm that the contractor has assets available to cover any losses in the event they occur. This would normally include the review of their independently audited financial statements. Finally, you may require the contractor to issue a bond or a letter of credit to your Entity in an amount necessary to cover any losses. Note that the manual requires special treatment of self-insured retentions to protect the entity.

***27. The contractor states that he is a sole proprietor and does not carry workers' compensation insurance as he has no employees, is this acceptable?***

**Yes;** many contractors are either sole proprietors or partnerships. You should receive a letter from the contractor stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such.

***28. Should I require wet signatures on endorsements to policies?***

It depends. If an endorsement is issued and delivered as a part of the policy it does not need a signature as the complete policy was signed off by an authorized representative when it was issued. Usually there is a schedule of endorsements attached to the signed Declarations page and if your endorsement is listed on that schedule then it was a part of the policy at issuance and does not need a signature. Mid-term endorsements should be signed to confirm that an authorized representative has agreed to the policy change. A copy of the updated Policy Declarations and Endorsements page can be your best tool to verify the added endorsement. Keep in mind that all of this effort is intended to raise your confidence that the insurer has agreed to provide the required coverage, rather than an unauthorized intermediary. Indeed, you could next require that the signatory prove that he or she is authorized – which you might do if the signatory is a retail broker or agent, rather than a company underwriter or delegated managing general underwriter. At some point, it is reasonable to assume that the people who are issuing documents to you have the authority to do so.

***29. The ISO released an update to the CGL form in April of 2013, CG 00 01 04 13, and a number of Additional Insured endorsements. What are the important changes and what impact do they have?***

There are **significant** changes in all of the 2013 Additional Insured endorsements section, the most relevant of which for the purpose of this manual are forms CG 20 10, CG 20 37, CG 20 33, and CG 20 38. Included is language that states:

- The coverage available **shall not be broader than** coverage that is **required** by the **written** contract or **agreement**
- The **limits** available to the Additional Insured **shall not exceed** what is **required** by the **written** contract or **agreement**

- The insurance afforded to the Additional Insured only applies to the extent permitted by law

**Also noteworthy is the 2013 CG 20 01 endorsement that provides primary and non-contributory coverage.** A more thorough discussion of the new CGL Additional Insured Endorsements is found in a separate section beginning on page 81. Copies of the new forms are in the Exhibit section of this manual.

***30. What is the purpose of the new Additional Insured endorsement, CG 20 38?***

CG 20 38 is a new Additional Insured endorsement that provides coverage for parties who may not be in direct privity of contract but are required by contract to be included as AI. For example if a Sub Contractor is required by a General Contractor to add the Owner (Entity) as AI, then coverage is available to the Owner (Entity) even though no contract exists between the Owner and the Sub.

The intent of this endorsement is to provide pass through language that extends coverage to the owner of a project in the case where a sub-contractor is performing work on the project, but may not have a written contract or agreement in place directly with the Owner (Entity). The key element here is to make sure your contracts require that anyone performing work for your Entity must add upstream parties as additional insureds using CG 20 38, or broader coverage.

***31. I'm confused by the all the different versions of the additional insured endorsements. Is there a short answer?***

Yes, at the risk of oversimplification. Since it is rare to be able to get the ISO 20 10 11 85 version, you can settle for a more recent 20 10 form combined with 20 37 form. It isn't as desirable but may be the best you can do. Here is a summary of this complex area from Chapter 8 of the manual:

**Summary** – Additional insured endorsements for contractors, in order of preference:

- *Best:* CG 20 10 11 85 covers all bases (or CG 20 26 11 85). This edition date is now extremely difficult to obtain in most all except large public works projects.
- *Very Good:* **Both** CG 20 10, or CG 20 26, or CG 20 33; **and** CG 20 37; 10 01 Edition date
- *Good:* **Both** CG 20 10, or CG 20 26, or CG 20 33, or CG 20 38 04 13 (includes Subs coverage that the 20 33 may not); **and** CG 20 37; 07 04 Edition date
- *OK, but not Preferred:* 04 13 Edition dates of **Both** CG 20 10, or CG 20 26, or CG 20 33, or CG 20 38 (includes Subs coverage that the 20 33 may not); **and** CG 20 37. This is fast becoming the “standard” date in Additional Insured Endorsements and may be what is available.

***32. How can my entity make sure that we have access to (1) the full coverage and (2) the full limits of insurance carried by our contractors?***

The recommended insurance requirements of this manual have long recommended language that states that the required limits are a minimum. We are reinforcing this language throughout the manual with the addition of the following shown in bold and italics here:

*“The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and/or limits carried by or available to the Contractor; or 2—the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the Entity. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.”*

**33. *With the passage of California Civil Code §2782.9 effective January 1, 2018, do I have to adjust my current indemnification language as it relates to design professionals?***

Yes. The new language, briefly, states that design professionals shall be indemnified and held harmless from all liabilities and claims that arise out of negligence, recklessness or other misconduct on behalf of the principal. For a more complete analysis, please refer to Appendix C. Non-California users should consult their general counsel for state-specific language and analysis.



## **APPENDIX A: Risk Assessment**

### **Potential High Risk Situations or Special Insurance Required**

- |  |   |
|--|---|
| <input type="checkbox"/> Crowd exposures                               | <input type="checkbox"/> Heavy equipment                                    |
| <input type="checkbox"/> Plumbing                                      | <input type="checkbox"/> Computer hardware or software                      |
| <input type="checkbox"/> Work involving vehicles                       | <input type="checkbox"/> Work near water, docks, wharves                    |
| <input type="checkbox"/> Work involving watercraft                     | <input type="checkbox"/> Work involving aircraft                            |
| <input type="checkbox"/> Medical services                              | <input type="checkbox"/> Marine work of any kind                            |
| <input type="checkbox"/> Legal services                                | <input type="checkbox"/> Construction management                            |
| <input type="checkbox"/> Other professional services                   | <input type="checkbox"/> Handling of funds or assets                        |
| <input type="checkbox"/> Zoning or planning services                   | <input type="checkbox"/> Inspection services                                |
| <input type="checkbox"/> Use or serving of alcohol                     | <input type="checkbox"/> Electrical work                                    |
| <input type="checkbox"/> Work with natural gas                         | <input type="checkbox"/> Work near roads                                    |
| <input type="checkbox"/> Work near railroads                           | <input type="checkbox"/> Work near airports                                 |
| <input type="checkbox"/> Work near waterways                           | <input type="checkbox"/> Underground work or excavation                     |
| <input type="checkbox"/> Any pollution or environmental exposure       | <input type="checkbox"/> Use of caustics, flammables explosives             |
| <input type="checkbox"/> Maintenance or inspection services            | <input type="checkbox"/> Armed guards, use of armored cars                  |
| <input type="checkbox"/> Design engineering or architectural services  | <input type="checkbox"/> Surveys, soil engineering, topographical surveys   |
| <input type="checkbox"/> Work involving utilities/provision of service | <input type="checkbox"/> Work involving boilers, pressure vessels, turbines |

---

## Severity-Related Questions for the Contract Risk Analyst

- How many persons will be involved in the activity?
- What will be the nature of their work?
- How many are exposed to injury from one event?
- Can persons not associated with the project/activity be harmed?
- What is the exposure to natural disaster (earthquake, flood, windstorm, etc.)?
- What effects would a disaster have on the property or people involved?
- What would be the economic consequences of a delay (to the Entity)?
- What is the value of Entity property associated with the activity?
- Can other businesses or entities be harmed/shut down by an occurrence?
- What is the value of the property adjacent to or affected by the activity?
- What types of vehicles will be used, if any? Do they carry passengers?
- How many people will occupy/use the finished product/structure?
- How many could be harmed from an occurrence at the site?
- Could injuries result later from latent defects or poor design?
- Is there any exposure to disease, carcinogens, structural failure, crowd panic, fire, crashes, explosions or other occurrences with catastrophic potential?

**The objective of these questions is to find the lurking catastrophe in the contracted activity or its aftermath. Some real-life examples of extremely severe loss incidents could include:**

- Communicable disease (such as Legionnaire's disease) distributed by a ventilating system.
- Collapse of a structure (such as the 1981 Hyatt-Kansas City skywalk).
- Multiple casualties from riots such as at various popular music concerts or international soccer games.
- Plane crashes.
- Ferry sinking.
- Failure of parking structures during earthquakes.

**You should determine such issues as:**

- What type of activities will take place during the term of the contract?
- Who could be harmed by these activities?
- What property could be damaged, and how severely?
- What is the maximum likely loss for each activity?

- Is there a possible pollution exposure?
- Are crowds likely to be involved?
- Will inherently dangerous activities, such as blasting, be a part of this project?
- Is the risk sufficient to reject bids not meeting specifications exactly?
- How likely is it that my Entity would be a defendant in the event of a loss?
- Should we agree to a mutual waiver of subrogation?

To obtain answers to some of these questions, you may need to confer with your Entity's legal counsel or risk management advisor. The identification of risks involved in the contemplated activity is possibly the most important part of the process of managing risks in contract situations. It requires time and thought.

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## Checklist for Evidence of Insurance

### Certificate(s) of Insurance:

- ☐ Evidence provided for each type of insurance required in the contract (e.g., “Commercial General Liability”, Auto Liability, Workers Compensation with Statutory Limits, and Professional Liability or E&O per the contract specifications)
- ☐ General liability is on an “occurrence” basis, not “claims-made.”
- ☐ Auto liability covers “any auto” (or non-owned & hired if contractor has no autos).
- ☐ Limits are at least as high as the minimum required in the contract.
- ☐ Workers Compensation provides Statutory Limits & Employers’ Liability of \$1 million
- ☐ Policies are current and will be suspended (tickler filed) for renewal follow-up if the contract period runs beyond the policy expiration date.
- ☐ Excess liability policies have coverage periods concurrent with primary policies.
- ☐ Insured name is the same as Contractor named in the contract.
- ☐ The insurer’s A.M. Best and Standard & Poor’s ratings meet or exceed the Entity’s minimum requirements.
- ☐ The insurer is admitted in California, or non-admitted is acceptable \_\_\_ yes \_\_\_ no.
- ☐ No self-insured retention (SIR) on liability policies. Any must be disclosed & approved.
- ☐ Descriptions of operations, locations, etc. are correct.
- ☐ Certificate Holder (your entity) is correct, with attention to correct person.
- ☐ Certificate provides for 30-day notification (10 days for non-payment) to Entity of changes or cancellation.
- ☐ Certificate includes signature of authorized representative.

### **Endorsement(s)**

- ☐ **Additional Insured Status** - e.g., Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if forms with later edition dates provided
- ☐ **Primary Coverage such as ISO CG 20 01 04 13**
- ☐ **Waiver of Subrogation**
- ☐ **Notice of Cancellation**
- ☐ **“Blanket” Endorsement covering one or more of the above endorsements required.**
- ☐ **Entity-supplied endorsement provided and signed.**



## Special Events Program 2019 – 2020 Program



Alliant Insurance Services, Inc.  
Special Event  
PO Box 6450  
Newport Beach, CA 92658  
Toll Free: 1-800-821-9283  
[sep@alliant.com](mailto:sep@alliant.com)  
[www.alliant.com](http://www.alliant.com)





## SPECIAL EVENT LIABILITY INSURANCE SUMMARY OF INSURANCE

**INSURED:** Participating Public Entities and their tenant users, of the Alliant Insurance Services, Inc. Special Event Liability Program

**MAILING ADDRESS:** c/o Alliant Insurance Service, Inc.  
Special Event  
PO Box 6450  
Newport Beach, CA 92658

**POLICY TERM:** January 1, 2019 to January 1, 2020

**CARRIER:** Evanston Insurance Company

**A.M. BEST RATING:** A (Excellent); Financial Size Category XV (\$2 Billion or greater) as December 20, 2017

**LIMITS:**

\$ 2,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Aggregate (Food Products Only)
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage
\$ 5,000	Medical Expense

**All aggregates apply separately to each event**

**COVERAGE:** Combined Single Limit of Liability for Bodily Injury and Property Damage Per Occurrence and Aggregate as shown above. Coverage includes:

- ) Lessees, Instructors or Event Holder as Named Insured
- ) "Primary & Non Contributory" wording as respects the Public Entity
- ) Volunteer Employee's as Insured's
- ) Entity or Venue Owner as Additional Insured
- ) Premises and Products/Completed Operations Liability
- ) Personal and Advertising Injury
- ) Fire Damage and Medical Payments

**OPTIONAL COVERAGE:** (Subject to additional Premium/Conditions)

- ) Liquor Liability (With prior approval and payment of additional premium) Included in occurrence and general aggregate limit
- ) Participants included with underwriter's approval and signed waiver
- ) Vendors, Exhibitors and Concessionaires (Included with payment of additional premium) Included in occurrence and general aggregate.



## **SPECIAL EVENT LIABILITY INSURANCE SUMMARY OF INSURANCE**

**OPTIONAL COVERAGE:**  
**(CONT)**  
**(Subject to additional  
Premium/Conditions)**

- ) Liquor Liability (With prior approval and payment of additional premium) Included in occurrence and general aggregate limit
- ) Participants included with underwriter's approval and signed waiver
- ) Vendors, Exhibitors and Concessionaires (Included with payment of additional premium) Included in occurrence and general aggregate.
- ) Increase limits to:
  - o \$1,000,000 per occurrence /\$3,000,000 general aggregate at 11% increase
  - o \$2,000,000 per occurrence /\$2,000,000 general aggregate at 19% increase
- ) Property Damage
  - o \$50,000 with no Deductible Premium \$50.00
  - o \$100,000 with no Deductible Premium \$100.00
  - o \$300,000 with no Deductible Premium of \$250.00

**MAJOR EXCLUSIONS:**  
**(Including but not limited to)**

- ) Automobile Liability
- ) Aircraft / Watercraft Liability
- ) Property Damage to Entity Premises
- ) Property of Others in the Care, Custody and Control of the Insured
- ) Workers' Compensation
- ) Collapse of Tents and Concert and Performances Exclusions and Limitations – See MEGL1638
- ) Attendance Limitation Exclusion
- ) Outdoor Concerts Limitation Exclusion
- ) Seating, Glass & Fixtures Exclusion
- ) Fireworks, Pyrotechnics, Flashbox and Explosives Exclusion
- ) Exclude Specific Performances (without prior company approval)
- ) Bodily Injury, Property Damage, Personal Injury and Advertising Injury to any entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured as a result of participating in a demonstration or show. Damage to property or equipment belonging to entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured
- ) Punitive Damages
- ) Unmanned Aircraft
- ) Assault and Battery
- ) Terrorism



## **SPECIAL EVENT LIABILITY INSURANCE SUMMARY OF INSURANCE**

**MAJOR EXCLUSIONS:  
(CONT)  
(Including but not limited to)**

- ) Marijuana Exclusion
- ) Organic Pathogen and Legionellae Exclusion

**EXCLUDED EVENTS:**

- ) Circus and Carnivals including Rides
- ) Mechanical Amusement Devices and Rides
- ) Motorized Sporting Events
- ) Tractor/Truck Pulls
- ) Boxing, Wrestling, Hockey, Contact Karate Events (including practice)
- ) Rodeos and Roping Events (including practice)
- ) Aircraft and Balloon Events
- ) Professional Sporting Events
- ) Pyrotechnical Uses / Fireworks Shows (does not apply to spectators)
- ) Heavy Metal, Alternative Music, Hip-Hop and Rap Concerts
- ) (without prior underwriter approval)
- ) Moonbounces, Trampolines and Inflatable Amusement Devices
- ) Obstacle Course, Races and Mud Runs
- ) Veterinary Legal Liability (NO animals)

**DEDUCTIBLE:**

None

**REPORTING:**

Reporting Form and Certificates of Insurance to be submitted on a Quarterly basis, together with premium payment. Report must be signed and returned event if no events for that quarter (see reporting section of Manual)

**HAZARD  
SCHEDULES/RATES:**

See following pages in this Manual

**BROKER:**

**ALLIANT INSURANCE SERVICES, INC.  
NEWPORT BEACH, CA**

Rennetta Poncy, Senior Vice President  
Penny De Witt-Holdren, AIS, AINS Account Manager



## TENANT/USER PROGRAM HAZARD SCHEDULE

(A “Tenant/User Event” is an event that is held or sponsored by companies, Organizations, or individuals that have been permitted to use your premises)

TENANT / USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participant Coverage
AEROBIC & JAZZERCISE CLASSES		X			
ANIMAL ACTS / SHOWS			X		
ANIMAL TRAINING		X			
ANTIQUE SHOWS	X				
ART FESTIVALS / SHOWS	X				
AUCTIONS	X				
AUTO SHOWS (No Auto Coverage)	X				
AWARDS PRESENTATIONS	X				
BALLETS	X				
BANQUETS	X				
BAZAARS	X				
BEAUTY PAGEANTS	X				
BICYCLE RALLIES			X		X
BINGO GAMES	X				
BLOCK PARTIES / STREET CLOSURES (Excludes Bleachers)		X		X	
BOAT SHOWS	X				
BODY BUILDING CONTESTS	X				
BUSINESS MEETINGS / SHOWS	X				
CARNIVALS (NO Rides)			X	X	
CASINO & LOUNGE SHOWS (No Performer or Crew Coverage)			X		
CHAMBER OF COMMERCE EVENTS	X				
CHRISTMAS TREE LOTS / FARMS (No cut your own)		X			
CHARITY BENEFITS (Including Auctions / Sales)	X				
CINEMAS	X				
CIVIC CLUB MEETINGS	X				
COMEDY SHOWS (No Performer or Crew Coverage)			X		
CONCERTS (NO Hip/Hop, Rap, Heavy Metal)					
Classical Music	X				X
Indoors under 1,500	X				X
Symphony	X				X
Outdoors under 1,500		X			X
Rock under 5,000			X	X	X
Alternative under 1,500			X	X	X
CONSUMER SHOWS	X				
CONVENTIONS (Inside)	X				
CORPORATE EVENTS		X			
COUNTRY WESTERN EVENTS (NO Equine)			X		X
CRAFT SHOWS	X				

- )] Declination of Events could be due to the attendance size or level of performers
- )] Athletic Participant's coverage requires prior company approval and signed waiver(s)
- )] Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for details

## TENANT/USER PROGRAM HAZARD SCHEDULE (Continued)

(A “Tenant/User Event” is an event that is held or sponsored by companies, organizations, or individuals that have been permitted to use your premises)

TENANT / USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participant Coverage
DANCE SHOWS (includes Rehearsals & Dancers)	X				
DANCES		X			
DEBUTANTE BALLS	X				
DEBUTS		X			
DINNER THEATERS (No Performer or Crew Coverage)	X				X
DOG SHOWS		X			
DRILL TEAM EXHIBITIONS / COMPETITIONS	X				
EDUCATIONAL EXHIBITIONS	X				
ELECTRONICS CONVENTIONS	X				
EVANGELISTIC MEETINGS (Revivals, etc)		X			
EXHIBITIONS / EXHIBITS (Inside)	X				
EXHIBITIONS / EXHIBITS (Outside)		X			
EXPOSITIONS (Inside)	X				
EXPOSITIONS (Outside)		X			
FASHION SHOWS	X				
FILM PRODUCTIONS			X	X	
FISHING EVENTS (Inside)	X				
FISHING EVENTS (Outside)		X			
FLOWER SHOWS	X				
FOOD CONCESSIONS		X			
GARDEN SHOWS	X				
GRAD NIGHT (University Only – NO High School)		X			
GRADUATION CEREMONY	X				
GYMNASTIC COMPETITIONS (No Participant Coverage)	X				X
HARVEST FESTIVALS	X				
HAUNTED HOUSES		X		X	
HEADS OF STATE EVENTS			X		
HOME / HOUSING SHOWS	X				
HORSE SHOWS		X			X
HOTEL SHOWS		X			
ICE SKATING SHOWS	X				X
INSTRUCTIONAL CLASSES (non-mechanical)	X				
JAM & JAZZ SESSIONS		X			
JOB FAIRS		X			
KIDDIELANDS (NO Rides)			X		

Declination of Events could be due to the attendance size or level of performers

Athletic Participant's coverage requires prior company approval and signed waiver(s)

Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for details

## TENANT/USER PROGRAM HAZARD SCHEDULE (Continued)

(A “Tenant/User Event” is an event that is held or sponsored by companies, organizations, or individuals that have been permitted to use your premises)

TENANT / USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participant Coverage
LADIES CLUB EVENTS	X				
LECTURES	X				
LIVE ENTERTAINMENT (No Performer or Crew Coverage)			X		X
LIVESTOCK SHOWS			X		
LUNCHEONS	X				
MARATHONS		X			
MARTIAL ARTS EVENTS (Non-Contact) No Participant Coverage w/o Company Approval			X		X
MEETING (Inside)	X				
MEETING (Outside)		X			
MOBILE HOME SHOWS	X				
MOTION PICTURE THEATERS	X				
MUSICALS (NO Rock)	X			X	
NIGHT CLUB SHOWS (No Performer or Crew Coverage)			X		
OPERAS / OPERETTAS (No Performer or Crew Coverage)	X				
ORGANIZED SIGHTSEEING TOURS (No Auto Coverage)	X				
OVERNIGHT CAMPING	X				
PAGEANTS	X				
PARADES		X		X	
PARTIES / CELEBRATIONS – No Liquor	X				
PARTIES / CELEBRATIONS – With Liquor		X			
PETTING ZOOS (NO FEEDING- SURCHARGE MAY APPLY TO EXOTIC ANIMALS)			X		
PICNIC GROUNDS					
Without Pools or Lakes	X				
With Pools or Lakes OVER 150 feet from Water (Excludes Swimming & Diving)		X			
With Pools or Lakes LESS THAN 150 feet from Water (Excludes Swimming & Diving)			X		
PLAYS (No Performer or Crew Coverage)	X				X
POLITICAL RALLIES		X		X	
PROMOTERS (Subject to Special Rating)			X	X	
PROMS	X				
PUMPKIN PATCHES / CORN MAZES	X				

    ) **Declination of Events could be due to the attendance size or level of performers**

    ) **Athletic Participant’s coverage requires prior company approval and signed waiver(s)**

    ) **Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for details**

## TENANT/USER PROGRAM HAZARD SCHEDULE (Continued)

(A “Tenant/User Event” is an event that is held or sponsored by companies, organizations, or individuals that have been permitted to use your premises)

TENANT / USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participant Coverage
RECITALS (MUSIC, DANCE, PIANO)	X				
RECREATIONAL EVENTS			X		
RELIGIOUS ASSEMBLIES (Church Services, Bible Study, etc) <b>DURATION OF TIME ONLY 6 WEEKS</b>	X				
REUNIONS		X			
RUMMAGE SALES		X			
RV SHOWS	X				
SCHOOL BANDS EXHIBITIONS / COMPETITIONS		X			
SCOUTING JAMBOREES	X				
SÉANCES		X			
SEMINARS	X				
SIDEWALK SALES		X			
SKATING PARTY			X		X
SKI EVENTS / DEMOS			X		X
SPEAKING ENGAGEMENTS	X				
SOAP BOX DERBIES		X			
SOCIAL GATHERINGS (Indoors)	X				
SOCIAL GATHERINGS (Outdoors)		X			
SPORTING EVENTS					
Non-Professional (Indoors)					X
BASEBALL			X		X
BASKETBALL			X		X
SOFTBALL			X		X
SOCCER			X		X
TENNIS / HANDBALL / RACKETBALL COURTS			X		X
STATE & COUNTY FAIRS		X		X	
STREET FAIRS		X		X	
SWIMMING EVENTS (AGE INFORMATION REQUIRED) LIFEGUARD RATIO FOR AGES 0-12 MUST BE 1 TO 4 AND AGES 12 & UP 1 TO 6			X		
TELECONFERENCES	X				
TELETHONS	X				
THEATRICAL ROAD SHOWS (No Performer or Crew Coverage)			X		X
THEATRICAL STAGE PERFORMANCES (No Performer or Crew Coverage)	X				X
TRADE SHOWS (Inside)	X				
TRADE SHOWS (Outside)		X			

) **Declination of Events could be due to the attendance size or level of performers**

) **Athletic Participant's coverage requires prior company approval and signed waiver(s)**

) **Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for detail**

## TENANT/USER PROGRAM HAZARD SCHEDULE (Continued)

(A “Tenant/User Event” is an event that is held or sponsored by companies, organizations, or individuals that have been permitted to use your premises)

TENANT/USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participant Coverage
UNION MEETINGS			X		
VACATION SHOWS	X				
VOTER REGISTRATIONS		X			
WEDDINGS & RECEPTIONS	X				
WEDDING PHOTOGRAPHERS	X				
ZOOS (ACTUAL FACILITY)			X		

- ) Declination of Events could be due to the attendance size or level of performers
- ) Athletic Participant's coverage requires prior company approval and signed waiver(s)
- ) Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for details

## TENANT USER EVENT PREMIUMS

January 1, 2019 to January 1, 2020

### PREMIUMS:

**NOTE: Increase limits are available please see upcharge chart on page 14**

HAZARD I		HAZARD II		HAZARD III	
ATTENDANCE	PREMIUM	ATTENDANCE	PREMIUM	ATTENDANCE	PREMIUM
1-100	\$ 81.00	1-100	\$ 119.00	1-100	\$ 189.00
101-500	\$ 113.00	101-500	\$ 207.00	101-500	\$ 332.00
501-1500	\$ 169.00	501-1500	\$ 245.00	501-1500	\$ 439.00
1501-3000	\$ 219.00	1501-3000	\$ 408.00	1501-3000	\$ 690.00
3001-5000	\$ 332.00	3001-5000	\$ 521.00	3001-5000	\$ 847.00
5000 +	To Be Determined	5000 +	To Be Determined	5000 +	To Be Determined

**PREMIUMS ARE ONLY VALID FROM 1/1/19 TO 1/1/20**

**PREMIUMS INCLUDE ALL TAXES & FEES**

**PREMIUMS ARE APPLICABLE PER TOTAL ATTENDANCE.**

### FOR MULTIPLE DAYS:

- ) Total the attendance for all days of the event. Refer to premiums schedule and charge the premium corresponding to the **total attendance**. **Events lasting over five days require underwriting approval.** Please submit information to Alliant Insurance Services, Inc.
- ) **Alcoholic Beverage premiums are to be separately calculated for each day.** Liquor Legal Liability is included in the policy by separate endorsement
- ) **Liquor Legal Liability for Hazard Groups II and III require underwriter approval. See Page 15 for details**
- ) **Multiple Day Events: List the Event days that are used for “setting up” or “taking down” including the event date(s) on the Quarterly Report. These are considered insured days on the coverage certificate**

## TENANT USER EVENT PREMIUMS

January 1, 2019 to January 1, 2020

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### AFTER MIDNIGHT EVENTS:

- ) If the event extends beyond Midnight and ends before 2:00 AM the event is considered one day
- ) If an event **With Liquor** extends beyond Midnight and ends before 2:00 AM (excluding take down days) you can check the appropriate box on the certificate and add a 15% surcharge to the Liquor premium (Example: \$200.00 x 15% = \$230.00)
- ) **If the event goes beyond 2:00 AM, an additional day will be charged for the event and liquor**
- ) **Increase Limits Table**

\$1,000,000 per occurrence / \$3,000,000 general aggregate	\$2,000,000 per occurrence / \$2,000,000 general aggregate
11% of total event premium	19% of total event premium

Example: Total event premium is \$220.93 increase limits requested is \$1,000,000 per occurrence and \$3,000,000 general aggregate.  $\$220.93 \times 1.11 = \$245.23$

Example: Total event premium is \$220.93 increase limits requested is \$2,000,000 per occurrence and \$2,000,000 general aggregate.  $\$220.93 \times 1.19 = \$262.91$

### ) **Property Damage**

Amount	Deductible	Premium
\$50,000	None	\$50.00
\$100,000	None	\$100.00
Damage to Property – when purchased by a client provides coverage for the physical property damage by deleting paragraphs 1, 3 & 4 in that exclusion (page 4 of 16 – exclusion J).	When the buyback is purchased, then the following is added to Section III of the policy — Limits Of Liability:	The most we will pay in any one "occurrence" for "property damage" to: <ul style="list-style-type: none"><li>a. Property you own, rent or occupy;</li><li>b. Property loaned to you</li><li>c. Personal property in your care, custody or control.</li></ul>

## TENANT USER EVENT PREMIUMS

January 1, 2019 to January 1, 2020

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### EXHIBITORS AND CONCESSIONAIRE PREMIUMS:

Exhibitors - No Sales	\$29.00	Per Day/Per Exhibitor
Concessionaires - Non Food Sales	\$39.00	Per Day/Per Concessionaire
Concessionaires - Food Sales	\$49.00	Per Day/Per Concessionaire

Premiums Include All Taxes & Fees

**Exhibitors and Concessionaires coverage is only available in conjunction with a scheduled event.**

---

### LIQUOR LEGAL LIABILITY PREMIUMS:

#### **HAZARD GROUP I ONLY:**

Alcoholic beverages **served** charge **\$60.00 premium for each day** of the event.

#### **HAZARD GROUPS II AND III:**

**Require prior company approval.** The premiums below are for quote purposes only

1-150	\$121
151-300	\$146
301-500	\$194
500 +	To Be Determined

Premium include all taxes and fees

**Liquor Legal Liability coverage is only available in conjunction with a scheduled event**

### **LIQUOR CHARGES AFTER MIDNIGHT EVENTS:**

- ) If an event **With Liquor** extends beyond Midnight and ends before 2:00 AM (excluding take down days) you can check the appropriate box on the certificate and add a 15% surcharge to the Liquor premium (Example: \$194.00 x 15% = \$223.00)
- ) **If the event goes beyond 2:00 AM an additional day will to be charged for the event and liquor**



## TENANT USER EVENT PREMIUMS

January 1, 2018 to January 1, 2019

### EXAMPLES: SAMPLE EVENT PREMIUM CALCULATION

#### ONE DAY EVENT RATING:

Weddings with 250 People: Refer to Hazard Schedule I "Weddings & Receptions"	Attendance Category: 101-500	Total Premium: \$113.00
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#### MULTIPLE DAY EVENT RATING (Events of two or more **consecutive** days):

5 Day Dog Show with 100 People each day – Total Attendance 500: Refer to Hazard Schedule II "Dog Shows"	Attendance Category: 101-500	Total Premium: \$207.00
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#### TWO DAY EVENT WITH LIQUOR:

2 Day Celebration with Liquor with 200 people each day – Total Attendance 400: Refer to Hazard Schedule II "Parties / Celebrations With Liquor" 1 Day set up and 1 day Tear down with 25 people each day – New Total Attendance 450	Attendance Category: 101-500	Total Premium: \$207.00
Liquor Premium applies for each day of the event and requires approval – Attendance each day 200 (\$150 x 2 = \$300). Liquor Premium: \$300	Liquor Haz Group II 151-300	NEW Total Premium: \$507.00

#### AFTER MIDNIGHT WITH LIQUOR:

If the last day of the actual event, excluding take down days, goes beyond "Midnight" but ends before 2:00AM you can check the appropriate box on the certificate and add a 15% surcharge to the Liquor premium (Example: \$300.00 x 15% = \$345.00) **If the event goes beyond 2:00 AM a third day needs to be charged for the event.**

2 Day Celebration with Liquor – Extends beyond 2:00 AM. Event is now 3 days with 150 people each day – Total Attendance 450: Refer to Hazard Schedule II "Parties / Celebrations With Liquor" 1 Day set up and 1 day Tear down with 10 people each day – New Total Attendance 470	Attendance Category: 101-500	Total Premium: \$245.00
Liquor Premium applies for each day of the event and requires approval – Attendance each day 150 (\$125 x 3 = \$375). Liquor Premium: \$375	Liquor Haz Group II 1-150	NEW Total Premium: \$620.00