

**PARKS AND RECREATION DEPARTMENT
APPLICATION AND AGREEMENT FOR USE OF FACILITY
INFORMATION SHEET**

In consideration of granting you or your organization permission to use a City of Fullerton facility, the City requires that you carry general liability coverage in a minimum amount of \$1,000,000 per occurrence. *You may be able to obtain this coverage under your current liability policy or you may be required to purchase a separate policy for your event.

You must submit the following to the Parks and Recreation Department along with your permit application:

- A certificate of insurance bearing an original signature of an authorized agent and reflecting a named insured which is the same as the person or organization that is applying for the permit, your insurer's name and address, your policy number, coverage, limits and self-insured retentions, and the designation of the City, its elected officials, officers, employees and volunteers as additional insureds.
- If your event is a multi-day or sporting event, you are also required to submit along with the certificate of insurance, a certified copy of the endorsement to the policy naming the City, its elected officials, officers, employees and volunteers as additional insureds.

All certificates and endorsements must be received and approved by the City before your permit is approved. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

Any questions concerning these insurance requirements may be directed to Risk Management at (714) 738-6868, or 303 W. Commonwealth Avenue, Fullerton, CA 92832.

All applications, certificates and endorsements are to be submitted to the Parks and Recreation Department, 303 W. Commonwealth Avenue, Fullerton, CA 92832, (714) 738-6575.

**Depending on the nature of your event, you may be required to carry additional types of amounts of liability insurance. (Refer to City of Fullerton Standard Insurance Requirements - Part 9 and Part 10 for additional details.)*

STANDARD INSURANCE REQUIREMENTS (PART 9)

PERMITTEE shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the PERMITTEE's use of the CITY premises. PERMITTEE shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section (*fill in appropriate section #*) or the extent to which PERMITTEE may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

- A. Commercial General Liability Insurance. PERMITTEE shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- B. Business Automobile Liability Insurance. PERMITTEE shall provide business automobile liability insurance or an equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. (This coverage is not required if PERMITTEE shall not use or operate automobiles in connection with the permitted event.)
- C. Host Liquor Liability. PERMITTEE shall provide a host liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit. This coverage is only required if PERMITTEE shall make liquor, beer or wine available for consumption and money changes hands in any way, shape, or form, between the event holder/PERMITTEE and those who participate/attend, (i.e.: for a donation, for a ticket, for a meal, for entry to the event, or for the beverage.).

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY.

III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- A. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of PERMITTEE. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- B. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than B+, Class X. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if PERMITTEE evidences the requisite need to the sole satisfaction of the CITY.

V. Verification of Coverage

PERMITTEE shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, PERMITTEE shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before PERMITTEE uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

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

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

PRODUCER Your Insurance company or broker	NAME: PHONE: T/AJC No Estl: FAX: T/AJC No:
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC#
INSURED Your name or your organization	INSURER(A): <u>Name of Insurance Company</u>
	INSURER(B):
	INSURER(C):
	INSURER(D):
	INSURER(E):

COVERAGES **CERTIFICATE NUMBER: 00000000-1253089** **REVISION NUMBER: 329**

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	ADDITIONAL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> <i>INJECT</i> <input checked="" type="checkbox"/> <i>LOC</i> OTHER:					EACH OCCURRENCE: \$ <u>1,000,000</u> DAMAGES: TO K CH CU PREMISES (Ea occurrence) \$ <u>1,000,000</u> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS- COMP/OPAGG \$ \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <small>(Mandatory when)</small> If yes, describe under DESCRIPTION OF OPERATIONS below					EL EACH ACODENT \$ EL DISEASE - EA EMFL. OYEE \$ EL DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER CANCELLA110N

City of Fullerton Its Elected Officials, Officers, Employees, and Volunteers 303 W. Commonwealth Avenue Fullerton, CA 92832	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 <div style="text-align: right;">(MCS)</div>
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

CITY OF FULLERTON

ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS

303 W. COMMONWEALTH AVENUE

FULLERTON, CA 92832

EVENT DATE:

EVENT LOCATION: FULLERTON COMMUNITY CENTER

EVENT ADDRESS: 340 W. COMMONWEALTH AVENUE. FULLERTON, CA 92832

SAMPLE

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", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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