

ADDENDUM TO CITY OF FULLERTON APPLICATION FOR A SPECIAL EVENT PERMIT
INSURANCE REQUIREMENTS

_____ (hereinafter PERMITEE) shall procure and maintain throughout the duration of the SPECIAL EVENT PERMIT, insurance against claims for injuries to persons or damages to property which may arise from or in connection with PERMITEE'S use of the CITY OF FULLERTON (hereinafter CITY) premises for the _____. On _____ PERMITEE shall provide current evidence of the required insurance in a form acceptable to the CITY. Nothing in this section shall be construed as limiting in any way, the Indemnification clause contained within the SPECIAL EVENT PERMIT or to the extent to which PERMITEE may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

- A. Commercial General Liability Insurance. PERMITEE shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, 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. PERMITEE 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 PERMITEE shall not use or operate automobiles in connection with the permitted event.)
- C. Host Liquor Liability. PERMITEE 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 PERMITEE shall make liquor, beer or wine available for consumption and money changes hands in any way, shape, or form, between the event holder/PERMITEE 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 CITY.

III. Other Insurance Provisions

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

A. Commercial General Liability.

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. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.

B. Commercial General Liability.

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.

If the PERMITEE maintains broader coverage and/or higher liability limits than the minimums shown above, the CITY shall be entitled to the broader coverage and/or higher liability limits.

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 A, Class VII. 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.

V. Verification of Coverage

PERMITEE 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, PERMITEE shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before the SPECIAL EVENT PERMIT is issued. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

PERMITEE:

By: _____
City of Fullerton Representative

Dated: _____

By: _____ Dated: _____
Permitee Authorized Representative

Print Name