

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting the indemnity provisions of this Permit, the Permittee shall procure and maintain in full force and effect during the term of this Permit, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, the Permittee agrees to amend, supplement, or endorse the policies to do so.

1. **Minimum Scope and Limit of Insurance Required of Permittee**

- A. **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$3,000,000 per occurrence.

If Permittee will be supplying alcoholic beverages, the Commercial General Liability policy shall include host liquor liability coverage.

If Permittee is using a caterer or other vendor to supply alcohol that vendor must have Liquor Liability with limits and coverage as broad as required of Permittee.

- B. **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, coverage for hired autos (Code 8) and non-owned autos (Code 9) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- D. **Sexual Abuse and Molestation:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Instructor shall obtain and maintain a policy covering sexual abuse and molestation with a limit no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. **Minimum Scope and Limit of Insurance Required of Subcontractors**

Permittee shall be responsible for causing subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Permit, including adding the City as an additional insured, providing primary and non-contributory coverage and waiver of subrogation to the subcontractor's policies. All endorsements shall specifically name the City and blanket endorsements are not acceptable.

- A. **Security Guard Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$3,000,000 per occurrence. Professional Liability coverage shall be included covering assault and battery, abuse and molestation, care custody and control, false arrest, invasion of privacy, malicious prosecution, violation of civil rights, wrongful detention, discrimination, and libel and slander. The above is applicable if security guard services are used. If security guards are armed, a limit of \$5,000,000 per occurrence shall be required.

- B. **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, coverage for hired autos (Code 8) and non-owned autos (Code 9) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- D. **Sexual Abuse and Molestation:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Instructor shall obtain and maintain a policy covering sexual abuse and molestation with a limit no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- E. **Liquor Liability see requirements in 1.A. above.**

3. **Endorsements**

Insurance policies shall not be compliant if they include any limiting provision or endorsement contrary to this Permit, including but not limited to restricting coverage to the sole liability of Permittee, excluding contractual liability or excluding third party over actions. The following endorsements shall be provided to the City.

A. **Commercial General Liability, Automobile Liability, Sexual Molestation Liability, Liquor Liability and Security Guard Liability Policies:**

- 1. **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW ADDITIONAL INSUREDS FOR YOUR CITY) are to be covered as additional insureds for the liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Permittee including materials, parts or equipment furnished in connection with such work or operations.

Commercial General Liability additional insured endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or both CG 20 10 or CG 20 26, and CG 20 37.

- 2. **Primary and Non-Contributory:** This insurance is primary to and will not seek contribution from any other insurance whether primary, excess, umbrella, or contingent insurance, including deductible, or self-insurance available to the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) as additional insureds.

The Commercial General liability primary endorsements shall be at least as broad as ISO CG 20 01 04 13.

B. **Workers' Compensation:**

- 1. **Waiver of Subrogation:** Any right of subrogation against the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) shall be waived.

3. **Insurance Obligations of Permittee**

The City requires and shall be entitled to the Permittee's broader coverage and/or the higher limits if Permittee maintains broader coverage and/or higher limits than the minimums shown above. Any available insurance proceeds excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum

insurance requirements of this Permit are sufficient to cover the obligations of Permittee under this Permit.

4. **Waiver Of Subrogation**

Required insurance policies shall not prohibit Permittee from waiving the right of subrogation prior to a loss. The Permittee shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

5. **Evidence Of Insurance**

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6. **Self-Insured Retention**

Self-insured retentions (SIR's) must be declared to and approved by the City. The City may require Permittee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the SIR. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City. Self-insured retentions shall be the sole responsibility of Permittee, or subcontractor who procured such insurance. The City may deduct from any amounts otherwise due Permittee to fund the SIR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR.

7. **Contractual Liability**

The coverage provided shall apply to the obligations assumed by Permittee under the indemnity provisions of this Permit.

8. **Acceptability Of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

9. **Claims Made Policies**

If coverage is written on a claims-made basis, the retroactive date of such insurance and all subsequent insurance shall coincide or precede the effective date of Permittee's initial Permit with the City and continuous coverage shall be maintained, or an extended reporting period shall be exercised for a period of at least ten (10) years from termination or expiration of this Permit.

10. **Excess Umbrella Liability Policies**

If any excess or umbrella liability policies are used to meet the limits of liability required by this Permit, then said policies shall be "following form" of the underlying policy coverage, terms,

conditions, and provisions and shall meet all the insurance requirements stated in this Permit, including, but not limited to the additional insured, primary & non-contributory and waiver of subrogation insurance requirements stated herein. No insurance policies or self-insurance maintained by the City, whether primary, reinsurance or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Permittee's primary and excess/umbrella liability policies are exhausted.