

ADDENDUM TO CITY OF FULLERTON'S APPLICATION AND AGREEMENT FOR USE OF FACILITY
INSURANCE REQUIREMENTS

_____ (hereinafter APPLICANT) shall procure and maintain throughout the duration of the APPLICATION AND AGREEMENT FOR USE OF FACILITY, insurance against claims for injuries to persons or damages to property which may arise from or in connection with APPLICANT'S use of the CITY OF FULLERTON (hereinafter CITY) premises. APPLICANT 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 APPLICATION AND AGREEMENT FOR USE OF FACILITY or to the extent to which APPLICANT may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

- A. Commercial General Liability Insurance. APPLICANT shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01 covering property damage, bodily injury and personal and advertising injury 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. Liquor Liability Insurance. If APPLICANT will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage with a limit of not less than \$1,000,000. If APPLICANT is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage with a limit of not less than \$1,000,000 each occurrence. APPLICANT or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance with a limit of not less than \$1,000,000 each occurrence covering the sale of alcohol.
- C. Workers' compensation Insurance. APPLICANT shall maintain workers' compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if APPLICANT has employees).

II. Other Insurance Provisions

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

- A. Commercial General Liability and Liquor Liability.

The CITY OF FULLERTON, 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. 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.

- B. Workers' Compensation.

APPLICANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said APPLICANT may acquire against the CITY by virtue of payment of any loss under such insurance. APPLICANT agrees to obtain any endorsement to affect this waiver of subrogation.

- C. Commercial General Liability, Liquor Liability and Workers' Compensation.

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.

V. Verification of Coverage

APPLICANT 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. All certificates and endorsements must be received and approved by CITY before the APPLICATION AND AGREEMENT FOR USE OF FACILITY is issued. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

By: _____
City of Fullerton Representative

Dated: _____

By: _____ Dated: _____
APPLICANT Authorized Representative

Print Name