

## CITY OF CULVER CITY

### INSURANCE REQUIREMENTS FOR PARKLET APPLICANTS

#### A. Policy Requirements.

It is understood by the Applicant that this document shall constitute, for insurance purposes, a written agreement regarding the provision of primary insurance by the Applicant. Applicant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of Two Million Dollars (\$2,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage. City reserves the right however, to require Permittee to increase the coverage amount of their policy to four million (\$4,000,000) in the aggregate at any time in the future at its sole and absolute discretion.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall be utilized to satisfy, to the extent of the coverage limits, the City's self-insured retention under any other policy of insurance;
- b. The policy shall provide \$2,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Applicant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured** in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.
- f. The Policy shall not contain an "Independent Negligence" provision that would void or otherwise nullify the insurer's

obligation to defend and indemnify the City of Culver City in the event that its independent negligence is alleged or proven.

2. Business Automobile Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.

3. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Applicant employees working within the City limits.

**B. Waiver by City.**

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Applicant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

**C. Additional Insurance Requirements.**

1. The Policy Requirements set forth above are incorporated hereunder by reference as though set forth in full.

2. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;

3. Applicant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.

4. Upon 30-days written notice to Permittee, City, in its sole discretion, may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, including but not limited to increasing the CGL insurance annual aggregate.