

Insurance Requirements



COUNTY OF SAN LUIS OBISPO
Real Property Services Division

To Obtain A Use Permit for County Property

Please refer to the insurance requirements listed below. We suggest that you provide your insurance broker/ agent with a copy of these requirements and request that they provide Certificates of Insurance with copies of the Endorsement for Additional Insureds. **Issuance of your Use Permit cannot proceed without these documents.**

1. Certificate of Insurance (COI) for Commercial General Liability Insurance with coverage as indicated:

- **\$2,000,000** per occurrence / **\$4,000,000** aggregate limits for bodily injury and property damage. Note: Must be by “occurrence” and NOT by “claims made”.
- **Other coverage** requirements, if applicable
 - **Workers’ Compensation** as required by the State of California, with Statutory Limits, an Employer’s Liability Insurance with limits of no less that \$1,000,000 per accident for bodily injury or disease. (Requirement will be waived if you have no employees.)
 - **Host Liquor Liability** if supplying alcohol for no charge (for example, a private party or wedding). Host Liquor Liability coverage is provided by most general liability policies. **Liquor Liability** is required if selling, distributing, or manufacturing alcohol. (Requirement will be waived if alcohol is not being served.)

2. Additional Insured Endorsement (similar to example):

- **Endorsement** must include reference to the **Policy Number** and the **Insured** as they appear on the Certificate.
- **Additional Covered Party:** Name of Person or Organization: **The County of San Luis Obispo, its officers, agents, and employees.**
- **Primary Insurance:** The endorsement must state that coverage afforded by this endorsement shall apply as **Primary**. Other insurance maintained by the County shall be excess only and not contributing with the insurance provided under this policy.
- **Waiver of Subrogation:** Permittee hereby grants to County a waiver of any right to subrogation which any insurer of said Permittee may acquire against the County by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- **Effect of Failure or Refusal:** If Permittee fails to procure or maintain the insurance required by this Permit, or fails to furnish the County with the certifications required above, County shall have the right, as its option, to forthwith terminate the Use Permit.

****Note:** If your insurance company will not write an endorsement due to the way the policy is written, please contact the Use Permit Coordinator at the number listed below for an alternative.

3. Cancellation Language:

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

4. Please reference activity, event date, and title or type of event on insurance certificate if applicable.

5. CERTIFICATE HOLDER TO BE LISTED ON CERTIFICATE AS:

County of San Luis Obispo, Its officers, agents, and employees.
ATTN: Central Services Dept.
1087 Santa Rosa Street
San Luis Obispo, CA 93408

SAMPLE ENDORSEMENT:

Any Endorsement form is acceptable. This is only a sample so you know what to look for.

<p>1. Policy number must match certificate.</p> <p>2. Must list Insured's Name as listed on Certificate.</p>		<p>POLICY NUMBER: XXXXXXXXXXXX COMMERCIAL GENERAL LIABILITY</p> <p>INSURED: XXXXXX XXXX XXXXXXXXXXXX</p> <p>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</p> <p>ADDITIONAL INSURED – Endorsement</p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART.</p> <p>SCHEDULE</p> <p>Name of Person or Organization: <u>County of San Luis Obispo, its officers, agents, and employees.</u></p> <p>(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)</p> <p>WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.</p> <p>PRIMARY INSURANCE</p> <p>Such insurance as is afforded by this endorsement for the additional insureds shall apply as primary insurance. Any other Insurance maintained by the additional Insureds shall be excess only and not contributing with the insurance afforded by this endorsement, except in the event of sole or contributory negligence on the part of the additional insured.</p> <p>Copyright, Insurance Services Office, Inc., 1984</p>
<p>Name of Person or Organization: The County of San Luis Obispo, its officers, agents and employees.</p>		
<p>Endorsement must also state that coverage afforded by the endorsement shall apply as Primary (wording may vary).</p>		

**The wording for the additional insured must be exact. No abbreviations or changes in the structure of the sentence will be accepted. If you find it difficult to fit the wording in the space provided on your endorsement you may simply list "See Exhibit A" under Schedule and attach a separate "Exhibit A" (additional sheet with the proper wording). Please remember to list the policy number on the additional sheet.



EVANSTON INSURANCE COMPANY

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 FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The County of San Luis Obispo, its officers, agents and employees.
County of San Luis Obispo
ATTN: Central Services Dept.
1087 Santa Rosa Street
San Luis Obispo, CA 93408

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

EXAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

County of San Luis Obispo
 The County of San Luis Obispo,
 its officers, agents
 and employees
 ATTN: Central Services Dept.
 1087 Santa Rosa Street
 San Luis Obispo, CA 93408

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.