## **Insurance Requirements**



### 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.

### 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

<sup>\*\*</sup>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.

### SAMPLE ENDORSEMENT:

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

1. Policy number must match certificate.

2. Must list Insured's Name as listed on Certificate.

Name of Person or Organization: The **County of San Luis** Obispo, its officers, agents and employees.

**Endorsement must** also state that coverage afforded by the endorsement shall apply as Primary (wording may vary).

POLICY NUMBER: XXXXXXXXXXX COMMERCIAL GENERAL LIABILITY

INSURED: XXXXXX XXXX XXXXXXXX

THIS ENDORSEMENT CHANGES THE POLICY. PLEAES READ IT CAREFULLY.

ADDITIONAL INSURED – Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

Name of Person or Organization: County of San Luis Obispo, its officers, agents, and employees.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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.

### PRIMARY INSURANCE

Such insurance as is afforded by this endorsement for the additional insureds shall apply as primary insurance. Any other Insurance 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.

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\*\*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.

Rev. 9/19, 01/2020

### **Example of Insurance Documents**



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

lf	MPORTANT: If the certificate holder in SUBROGATION IS WAIVED, subject this certificate does not confer rights to	to t	he te	rms and conditions of th	e poli	cy, certain po	olicies may					
PRODUCER						CONTACT						
Insurance Provider Information						NAME:						
_					ADDRESS:							
						INSURER(S) AFFORDING COVERAGE NAIC #						
						INSURER A:						
INSURED						INSURER B:						
Renter/Permittee Information						RC:						
						INSURER D:						
						INSURER E :						
						INSURER F:						
COVERAGES CERTIFICATE NUMBER:						REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		s		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRE		\$ 2,0	000,000	
	CLAIMS-MADE X OCCUR							DAMAGE TO REN PREMISES (Ea oc	TED currence)	\$ 100	0,000	
	Host Liquor Liability Retail Liquor Liability  GENL AGGREGATE LIMIT APPLIES PER:		Y				MM/DD/YYYY 12:01 AM	MED EXP (Any on		\$		
Α				Policy Number		MM/DD/YYYY					000,000	
						12:01 AM		7			000,000	
	POLICY PRO- JECT LOC							PRODUCTS - COM		\$ 4,0	000,000	
	OTHER:							Deductible		\$	-	
	AUTOMOBILE LIABILITY							COMBINED SINGI (Ea accident)	E LIMIT	\$		
	X ANY AUTO OWNED SCHEDULED							BODILY INJURY (	Per person)	\$		
								BODILY INJURY (Per accident) \$		\$		
	AUTOS ONLY AUTOS NON-OWNED							DDODEDTY DAMAGE		\$		
	AUTOS ONLY AUTOS ONLY							(Per accident)		\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRE	ICE	\$		
	EXCESS LIAB CLAIMS-MADE									\$		
	DED RETENTION \$							AGGREGATE		\$		
	WORKERS COMPENSATION							PER STATUTE	OTH- ER	Ψ		
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCID		s 1,0	000,000	
OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A						E.L. DISEASE - EA EMPLOYEE		Ψ ,		
										\$		
	DESCRIPTION OF OPERATIONS DEIOW							E.L. DISEASE - PC	DEIGT LIMIT	φ		
Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 100, Event Type: Birthday Party - No Charge for Admission / Invite Only. Waiver of Subrogation applies per attached CG 24 04 12 19. Primary/Non-Contributory wording applies per attached CG 20 01 04 13. Location of Event: The San Luis Obispo Veterans Hall, 801 Grand Ave. San luis Obispo, CA 93401												
CERTIFICATE HOLDER						CANCELLATION						
County of San Luis Obispo						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE						
The County of San Luis Obispo,												
its officers, agents and employees												
ATTN: Central Services Dept.												
1087 Santa Rosa Street San Luis Obispo												
CA 93408												



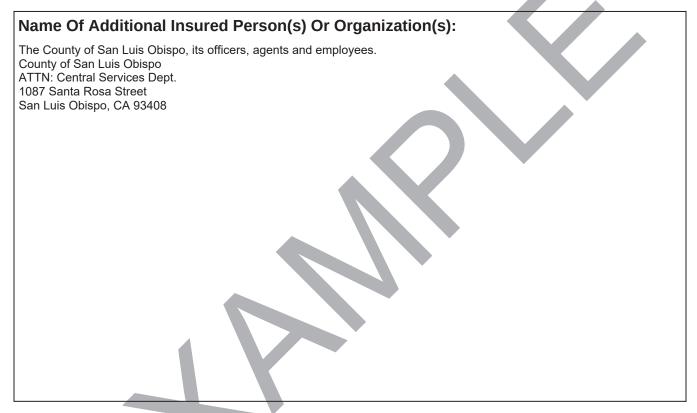
### **EVANSTON INSURANCE COMPANY**

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**



- 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.

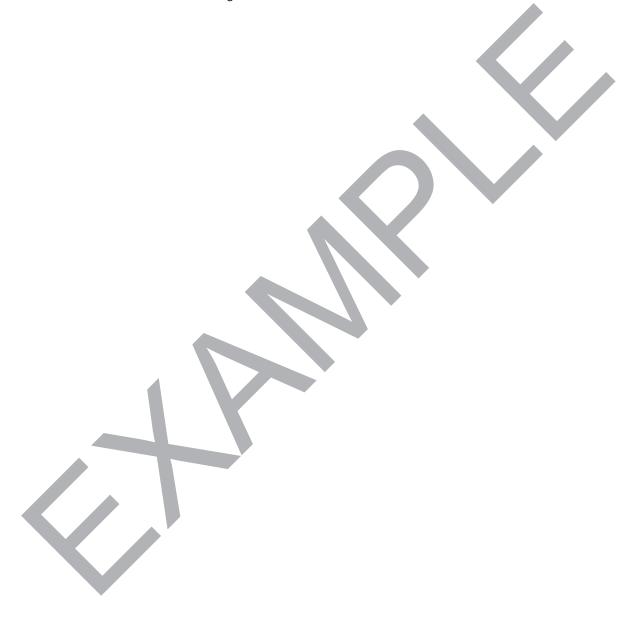
**B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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.



### 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. POLICY NUMBER: 3DS5474-M3272637

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.