



INSURANCE REQUIREMENTS

COUNTY OF SAN LUIS OBISPO - CENTRAL SERVICES DEPARTMENT

Real Property Services Division

1087 Santa Rosa Street, San Luis Obispo, CA 93408

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Permittee shall obtain and maintain for the entire term of the Contract and Permittee shall not perform any work under this Contract until after Permittee has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Permittee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

A. Commercial Liability Insurance: Permittee shall maintain in full force and effect for the period covered by this Contract, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Permittee's operations in the performance of this Contract, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence (may be \$2,000,000 if Risk Management determines the activity to be high risk). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

- (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (2) The policy must cover personal injury as well as bodily injury.
- (3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. Workers' Compensation Insurance: In accordance with the provisions of sections 3700 et seq., of the California Labor Code, if Permittee has any employees, Permittee is required to be insured against liability for workers' compensation or to undertake self-insurance. Permittee agrees to comply with such provisions before commencing the performance of this Contract.

C. Primary Coverage. For any claims related to this contract, Permittee's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it.

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

E. 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.

F. Additional Insureds to be Covered: The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Permittee's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

G. Certification of Coverage: Within fifteen (15) calendar days of the first day of the term (or commencement date) of this *Film Permit*, Permittee shall furnish County with the following for each insurance policy required to be maintained by this Contract, and annually thereafter:

(1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(2) A Workers' Compensation certificate of insurance must be provided.

(3) Upon written request by the County, the Permittee shall provide a copy of the complete insurance policy.

(4) Approval of Insurance by County shall not relieve or decrease the extent to which the Permittee may be held responsible for payment of damages resulting from Permittee's services or operations pursuant to this Contract. Further, County's act of acceptance of an insurance policy does not waive or relieve Permittee's obligations to provide the insurance coverage required by the specific written provisions of this Contract.

H. Effect of Failure or Refusal: If Permittee fails or refuses to procure or maintain the insurance required by this contract, or fails or refuses to furnish County with the certifications required by *Subparagraph G.* above, County shall have the right, at its option, to forthwith terminate the Contract for cause.

I. Unmanned Aircraft Systems (UAS or Drone) and Insurance Requirements: The Requirements for use of a UAS as outlined by the California Film Commission has been adopted by the County of San Luis Obispo. For detailed information on the UAS Insurance Requirements, please go to: <http://www.film.ca.gov/res/docs/CFC%20Insurance%20Requirements%20REV%206-30-16.pdf>

UAS operators must have all pertinent documentation on set with them at all times. This includes their Certificate of Authorization (COA), *Plan of Activities* (POA), pilot certificate and third-class medical certificate.

The use of a UAS is permitted only when all qualifications have been met, all necessary approvals have been obtained, and use of a UAS is noted on the production's permit. If a production is found to be operating a UAS without the proper permit, an FAA Administrator, the assigned Fire Safety Officer or law enforcement official may immediately suspend the UAS activities and/or the production may be subject to a fine.

At least three days before scheduled filming, the operator of the UAS affected by this exemption must submit a written *Plan of Activities* to the local Flight Standards District Office with jurisdiction over the area of proposed filming. The 3-day notification may be waived with the concurrence of the Flight Standards District Office.

The plan of activities must include at least the following:

- Dates and times for all flights
- Name and phone number of the operator for the UAS filming production conducted under this grant of exemption
- Name and phone number of the person responsible for the on-scene operation of the UAS
- Make, model and serial or N-number of UAS to be used

FAA regulations provide guidance for conducting UAS operations in accordance with Title 14 of the Code of Federal Regulations (14 CFR) Part 107. Among other requirements, UAS operators flying drones under Part 107 must possess a Remote Pilot Airman Certificate. In addition, Part 107 requires a waiver to fly over people (including cast and crew), and the process to obtain a waiver could be lengthy. Applications from Part 107 operators who do not possess this waiver will be denied, unless they don't plan to fly over people. For more information on the use of UAS, go to: <http://www.faa.gov/uas/>.