



## PARKS AND RECREATION DEPARTMENT

# RENTAL INSURANCE REQUIREMENTS

It is understood that the Contractor shall obtain and maintain insurance as outlined below, covering the Activity/Activities associated with the Rental of Facilities, Pavilions, and Special Events/Uses with the City of Washington. If more than one company is involved, each company must provide separate insurance. **Lessee shall furnish proof of coverage not less than one (1) week prior to the scheduled Activity/Activities.**

All insurance coverage's are to be written/placed by insurance carriers licensed and admitted to do business in the State of Missouri with an A:VII or better rating in accordance with the current Best Key Rating Guide, covering the Project(s) under the Agreement, and all policies shall be endorsed to the state that coverage shall not be cancelled, non-renewed, or limits or coverage reduced without (60) days advance written notice by certified mail, return receipt requested, to the City of Washington Parks and Recreation Department .

### **CERTIFICATE OF INSURANCE**

Lessee shall provide the Parks and Recreation Department with a "Certificate of Insurance" naming the City of Washington as additional insured on a primary, non-contributory basis and must be submitted for the Project location(s) and date(s) of all preparation for such Project occurring on City of Washington Parks and Recreation property.

### **ENDORSEMENT**

Issued under their General Liability policy of insurance, including coverage for property damage while property is occupied by the Lessee, for the Activity/Activities that reflects that the City of Washington is an additional insured for the Project(s).

- **Endorsement** must include reference to the Policy Number and the Insured as they appear on the Certificate.
- **Additional Covered Party:** Name of Person or Company: City of Washington, officers, agents, and employees of the City of Washington, individually and collectively.
- **Primary Insurance:** The Endorsement must state that coverage afforded by this endorsement shall apply as Primary. Other insurance maintained by the City of Washington shall be excess only and not contributing with the insurance provided under this policy.

## **INSURANCE**

Lessee shall not commence Activity/Activities under the Agreement until all applicable requirements and limits specified have not been approved by the City of Washington. Lessee shall, during the term of the Agreement, and its own expense, shall procure and maintain insurance as follows:

### **1. Comprehensive Commercial General Liability Insurance (Primary and Umbrella)**

All Rentals of Facilities, Pavilions and Special Events/Uses for Activity/Activities will be required to provide General Liability coverage, including coverage for real and personal business property damage while the Lessee is in possession of or occupying City of Washington Parks and Recreation property. Insurance shall be on an occurrence basis with limits not less than \$1,000,000 single limit occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage.

### **2. Comprehensive Automobile Liability Insurance (Primary and Umbrella)**

All Rentals of Facilities, Pavilions and Special Events/Uses for Activity/Activities involving vehicles and/or equipment will be required to provide Automobile Insurance covering all owned, non-owned and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000 single limit per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage.

### **3. Liquor Liability Insurance**

All rentals of Facilities, Pavilions and Special Events/Uses for Activity/Activities involving the use/sale of alcohol will be required to provide Liquor Liability Insurance in the name of the Lessee.

### **4. Workers Compensation Insurance**

All Rentals of Facilities, Pavilions and Special Event/Uses for Activity/Activities involving the use of their employees and/or contracted employees will be required to provide Workers Compensation Insurance covering all employees, in accordance with the laws of the State of Missouri.

## **IDEMNIFICATION AND HOLD HARMLESS**

Lessee assumes all responsibility for and hereby agrees to indemnify and hold harmless the City of Washington, its officers, agents and employees against any loses, damages, liabilities, actions suits, proceedings, costs or expenses that the City of Washington may incur or sustain or for which it may become liable (including, but not limited to, personal and bodily injury to, or death of, persons or damage to property) resulting form, arising out of or in any way relating to the Activity/Activities. The obligation to indemnify and hold harmless the City of Washington, its officers, agents and employees will survive the termination or expiration of the Agreement.