Insurance Attachment to Event Application

To: Applicant

Reference: Insurance Requirements

As part of the Event Application package and license agreement, you will be asked to provide evidence of insurance. The insurance required will be included in the License Agreement that you will be asked to sign in conjunction with using a Port facility for your event.

The insurance information which the License Agreement will require is included below. We are sending this to you now, so that you can share this with your agent or broker as soon as possible so that any issues or discrepancies can be worked out with the Port prior to the signing of the License Agreement. Failure to comply with the insurance requirements may result in the denial of the License to use a Port facility for your event.

Please review these requirements with your agent and make note of any issues they bring up with regard to coverage, limits, forms, or endorsements. After this review, either you or your agent should contact Jeff Hollingsworth, hollingsworth.j@portseattle.org at 206-787-3507 or Kim Dennis at Dennis.K@portseattle.org at 206-787-3644 if there are any questions. The License insurance requirements are as follows:

1. Insurance Requirements: The Licensee agrees to provide evidence to the Port that the Licensee has in place the following insurance coverage. In addition, the Licensee agrees to ensure that any vendors, contractors, and subcontractors that it retains for use on the Premises have in place the following insurance requirements. The Licensee retains all responsibility for ensuring insurance compliance of vendors, contractors, and subcontractors. It is suggested that the Licensee provide this document to its insurance agent or broker to assist in preparing a Certificate of Insurance with the appropriate Additional Insured Endorsement(s) attached.

   a. Option I - Commercial General Liability (CGL): Commercial general liability insurance is required and shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). The policy form shall provide coverage for property damage and bodily injury liability arising out of use of premises; personal injury and advertising liability; liability assumed under an insured contract; and medical payments. Volunteers working for or on behalf of the you as a Licensee of the Port shall be included as insureds under the policy (if applicable).

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i. CGL Additional Insured Endorsement: Provide a valid additional insured endorsement using an ISO 20 26 form that covers the Port as an additional insured for on-going operations. **A sample endorsement is provided for you to share with your agent.**

ii. CGL Endorsement – Waiver of the Transfer of the Rights of Recovery (Waiver of Subrogation, shall be provided in favor of the Port. **A sample endorsement is provided for you to share with your agent.**

iii. CGL Endorsement – Primary and Non-Contributory, Insurance provided by the policy shall be primary and non-contributory to any insurance provided by the Port of Seattle. **A sample endorsement is provided for you to share with your agent.**

iv. Provide limits of $ 1 million per occurrence and $ 2 million in the general aggregate. Full limits must be available on the effective date of this License.

v. If the Licensee is to serve, consume, distribute, sell, or have any alcohol during the course of the event (and only if approved by the Port), then the policy shall be endorsed to provided liabiltiy coverage specific to this, and in the amount of no less than $1 Million per occurrence. Discuss this with your agent, if applicable.

b. Option II – Liabiltiy Coverage on a Personal Lines Coverage Form (Homeowners) – Some homeowner's policies will extend third party general liabiltiy to owners and renters of premises, for the purposes of an event by special endorsement. These would typically be small events of less than 20 people, with no vendors involved for food or beverage services and no vendors for the set-up of tents, stages, musical performances or food catering. If the Licensees event falls into this category, the Port can accept and be endorsed as an additional insured on the homeowner's policy in lieu of a commercial general liabiltiy policy.

c. Worker Compensation Coverage: Licensee is responsible for complying with all State of Washington workers compensation statutes and regulations (RCW Title 51) as they apply to any employees of the Licensee; and, as they apply to any volunteers under the supervision and direction of the Licensee; and, as they apply to any vendors or other contractors employed by the Licensee. Except as prohibited by law, Licensee waives

all rights of subrogation against the Port for recovery of damages to the extent they are covered by workers compensation, employers liability, or commercial general liability insurance. Licensee shall provide the Port of Seattle its UBI Number for verification of its Industrial Insurance obligations under Title 51 of the Revised Code of Washington. If Licensee purchases excess worker compensation insurance, the coverage and associated limits shall be listed on the Certificate of Insurance.

d. Automobile Liability Insurance: Licensee shall maintain statutory auto liability insurance for all owned, rented, leased, borrowed, or hired vehicles that are brought onto the Premises.

   i. Licensees who are only using personal vehicles may provide evidence of coverage using a standard personal auto policy.

   ii. Licensees who are using vehicles for a business or commercial purpose in conjunction with the License shall maintain a combined single limit of liability of not less than $ 1 million per occurrence for any vehicles brought onto the Premises. A waiver of subrogation shall be provided by the auto liability insurer in favor of the Port.   The Port assumes no responsibility for physical damage to any vehicles the Licensee brings onto the Premises, including any theft or loss of personal property while on the Premises.