

INSURANCE ADDENDUM To Facility Use Agreement

LICENSEE: SEND THIS FORM TO YOUR INSURANCE BROKER

Please email SCBooking@Seattle.Gov if you require a different format to access this.

INSURANCE COVERAGES AND LIMITS

Licensee shall cause to be maintained continuously throughout the term of this Agreement, at no expense to the City, minimum coverages and limits of insurance as described below and to submit satisfactory evidence of such insurance not less than ten (10) days prior to the event:

1. **COMMERCIAL GENERAL LIABILITY (CGL)** insurance including:
 - Premises/Operations
 - Contractual
 - Host Liquor (if alcoholic beverages are served)
 - Personal/Advertising Injury
 - Stop Gap/Employers Liability (if applicable)

Such insurance must provide a minimum limit of liability of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage (CSL) except:

- \$1,000,000 each Offense Personal and Advertising Injury
- \$1,000,000 each Accident/Disease Stop Gap/Employers Liability (if applicable)

2. **AUTOMOBILE LIABILITY** insurance for owned, non-owned, leased or hired vehicles (as applicable) with a minimum limit of liability of \$1,000,000 CSL.

WORKER'S COMPENSATION insurance as respects the state of Washington securing liability for industrial injury to employees if required by Title 51 of the Revised Code of Washington (RCW).

PYROTECHNIC LIABILITY insurance with a minimum limit of liability of \$2,000,000 each Occurrence if pyrotechnics are used for an Event as required by the permit required from the Seattle Fire Marshall.

TERMS AND CONDITIONS

1. The insurance policy or policies, endorsements thereto, and subsequent renewals be subject to approval by the City as to company, form and coverage. The insurer shall be:
 - a. Licensed to do business in the State of Washington and Rated A- VII or higher in the A.M. Best's Key Rating Guide, or
 - b. Procured under chapter 48.15 RCW by a Washington State licensed surplus line broker.

2. Such insurance as is provided under items 1, 2, 4 and 4 above shall include “The City of Seattle” as an additional insured for primary and noncontributory limits of liability subject to a separation of insureds clause. The limits of liability are minimum limits of liability only and shall not limit the liability of Licensee or any of its insurers; the City shall be an additional insured for all available limits of liability available to Licensee, whether primary, excess, contingent or otherwise.
3. Coverage shall not be cancelled without at least thirty (30) days prior written notice to the City, except ten (10) days notice with respect to cancellation for nonpayment of premium.
4. Self-insured Workers Compensation or self-insured retentions in excess of \$25,000 shall be disclosed in writing and are subject to the approval of the City’s Risk Management Division. Approved self-insurance may be partially or wholly substituted for required commercial liability insurance coverages.
5. Failure of Licensee to fully comply with these insurance requirements shall constitute a material breach of this Agreement.

EVIDENCE OF INSURANCE

1. Licensee’s insurance broker shall issue a certificate of insurance that meets the minimum coverages and limits requirements herein and Licensee or its authorized representative shall issue self-insurance certification.
2. CERTIFICATION SHALL HAVE ATTACHED A COPY OF AN ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING THAT DOCUMENTS THAT “THE CITY OF SEATTLE” IS AN ADDITIONAL INSURED FOR PRIMARY AND NON-CONTRIBUTORY LIMITS OF LIABILITY UNDER CGL INSURANCE.
3. If the CGL insurance is partly or wholly self-insured, Licensee shall state in writing that it will protect the City as an additional insured under the self-insured retention as if a commercial CGL insurance policy were in force.
4. Insurance and/or self-insurance certification shall be delivered to **both** of the following:

ORIGINAL TO:
 Seattle Center Event Sales
 305 Harrison Street
 Seattle, WA 98109
 Email: SCBooking@seattle.gov

COPY TO:
 The City of Seattle
 Risk Management Division
 Email: riskmanagement@seattle.gov

NOTE TO INSURANCE BROKER:

- 1. ATTACH THIS INSURANCE ADDENDUM TO THE EVIDENCE OF INSURANCE.**
- 2. IF ANY QUESTIONS OR ISSUES, CONTACT CITY RISK MANAGEMENT AT (206) 386-0071**