# WESTERN DAYS FESTIVAL- INSURANCE REQUIREMENTS (revised 5/2025)

Proof of general liability insurance must be provided to the festival organizers **within 7 calendar days** after payment of vendor fee for the event. Failure to submit proof of valid liability insurance within this period may result in the forfeiture of the approved vendor spot. Accepted vendors will NOT be permitted to load into the event venue if all insurance requirements are not met.

**Both City of Lewisville and B-Weiss Entertainment Group LLC, its officers, agents, employees and volunteers must be added as "additional insured" under both the Certificate Holder and Description of Operations boxes.**

Unless specifically excluded, **all vendors** at City of Lewisville outdoor festivals and special events are required to obtain and provide proof of liability insurance. Vendor categories include:

1. Vendors who sell any items
2. Vendors who provide their own tent
3. Vendors who have hands-on contact with festival visitors
4. Vendors who offer hands-on games and activities for festival visitors that involve some sort of physical effort by the visitor (corn hole, prize wheel, etc.)

**The liability insurance requirement does not apply to vendors who:**

- **do not provide their own tent; and**
- **interact with festival visitors only through verbal engagement, informational displays, printed materials, and promotional items.**

The insurance requirement can be met in one of two ways:

1. The vendor obtains liability insurance coverage per the attached full insurance requirements document and Sample COI.

2. The vendor buys into the City's special event policy at a cost of $65 **per festival day** ($130 total). **Medical and dental practices or those needing to add Worker's Compensation Coverage, do not have this option.**

Vendors that are required by Texas law to have Worker's Compensation insurance, or vendors with two or more paid employees at the festival other than themself and their spouse, must also provide the City with proof of that coverage with their vendor application form.

All Food Vendors and Food Product Exhibitors (even those considered as Cottage Law Vendors) **MUST** also submit a temporary health permit application prior to the event, to be put on the list for an inspection / visit with Health & Sanitation Representative. This link will be sent to you after your application has been approved, payment has been made and Certificate of Insurance received. There is no cost to you for this permit application. Vendors who hold a yearly mobile permit with the City are still required to fill out the permit application.

The City's event coordinator will have the final determination about the classification of individual vendors. That decision can be appealed to the City Manager at least 21 calendar days before the festival date(s). Any appellate decision by the City Manager is final.

A sample COI and copy of the full insurance requirements appear at the bottom of this document.

## FULL INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**

2. Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance. Workers' Compensation insurance is only required if Lessee has paid staff on site.

### B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: $500,000 per occurrence/$1,000,000 aggregate for bodily injury, personal injury and property damage.

2. Workers' Compensation and Employers Liability: Workers' Compensation Statutory Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of $500,000 per injury, $500,000 per occurrence, and $500,000 per occupational disease.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City.

### D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability

   a. The City of Lewisville, its officers, officials, employees, boards/commissions and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with proof of insurance. The coverage shall include defense of claims against the City as additional insured.

   b. **For Western Days only**, the event promoter B-WEISS Entertainment Group, its officers, officials, employees, boards/commissions and volunteers are to be covered as "additional insured"

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

   d. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

   e. Lessee's insurance shall be primary and non-contributory as respects to the City, its officers, officials, employees or volunteers.

1. **Waiver of Subrogation – All Coverages**
   Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

2. **Notice of Cancellation**
   Each insurance policy required by this exhibit shall be endorsed to state the coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, or ten (10) days prior written notice for non-payment of premium.

**E. ACCEPTABILITY OF INSURERS**

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Poors.

**F. VERIFICATION OF COVERAGE**

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. The certificates are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. FOOD AND/OR LIQUOR COVERAGE**

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum $1,000,000 Liquor Liability Policy will be required.

**H. SPECIAL EVENTS**

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

**I. HOLD HARMLESS AND INDEMNIFICATION**

THE LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE LESSEE AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE LESSEE'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

APPROVED MLP9/7/2023

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2023

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | | |
|---|---|---|
| | FAX (A/C, No): | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | 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 WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | REQUIRED Limits may vary | 07/12/2023 | 07/12/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | | If applicable | 07/12/2023 | 07/12/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | Y | | If applicable | 07/12/2023 | 07/12/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | TRIA | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | N / A | | May be required | 07/12/2023 | 07/12/2024 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Employment Practices Liability Coverage | | | | 07/12/2023 | 07/12/2024 | Each Claim | 500,000 |
| | | | | | | | Aggregate Limit | 500,000 |
| | | | | | | | Deductible | $5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B-Weiss Entertainment Group LLC. & City of Lewisville, its officers, agents, employees and volunteers as additionally insured

REQUIRED

**CERTIFICATE HOLDER**

City of Lewisville and B-Weiss Entertainment Group

151 W Church St

Lewisville TX 75057

REQUIRED

**CANCELLATION**

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