

## City of Lewisville INSURANCE REQUIREMENTS

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:

- Vendors with product sales
- Vendors who provide their own tent
- Vendors who have hands-on contact with festival visitors
- Vendors who offer hands-on games and activities for festival visitors that involve some sort of physical effort by the visitor

### **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.

### **Additional Information**

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

1. The vendor obtains liability insurance coverage (see below insurance requirements) and lists the City of Lewisville, its officers, agents, employees and volunteers as an “additional insured” in both Certificate Holder and Description of Operations boxes.
2. The vendor buys into the City’s special event policy at a cost of \$65 per festival day. Medical and dental practices plus those needing to add Worker’s Compensation Coverage do not have this option.

Proof of general liability insurance must be provided to the festival organizers within seven calendar days of the vendor making vendor fee payment. 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.

Vendors who are required by law to carry Workers’ Compensation insurance, or vendors who have two (2) or more paid employees (do not count yourself or your spouse) working the event, must provide Workers’ Compensation insurance with their vendor 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, 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. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
  - c. 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.
  - d. 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.

