



## Insurance Requirements *for the use of City Rental/Lease Facilities*

Prior to final rental/lease facility contract approval, the City of Eureka must have the following ***original*** insurance documents on file. Emailed or faxed insurance documents are only permissible to determine if the requirements have been met. **Original documents must be received by our office during regular business hours, (M—F, 9am—4pm), prior to the event or the event will be cancelled.**

*\*\* General liability insurance limits are generally \$2 million; however, the City reserves the right to require higher limits if it determines it to be in the City's best interest. \*\**

**Insurance Certificate** for \$2 million in Liability coverage containing but not limited to the following components: ***(please see attached certificate example and requirements.)***

- The insurance policy number
- Event information: location, date, time, type of event/description of operation.
- A statement that the policy shall not be cancelled except after thirty (30) days prior written notice to the City of Eureka.
- An original, authorized signature.

**Liability Insurance Endorsement** (AKA: Additional Insured Endorsement) which must contain the following (this actually amends the policy): ***See attached endorsement example and requirements.***

- The insurance policy number
- The endorsement number
- The statement naming "The City of Eureka, including its officers, officials, agents, employees and volunteers as an additional insured."
- A statement indicating your insurance is primary and the City's insurance is non-contributory.
- A statement that the policy shall not be cancelled except after thirty (30) days prior written notice to the City of Eureka.
- An original, authorized signature.

**NOTE:** *If your proposed event or activity involves unusual or high risk or involves alcohol, additional insurance will likely be required. Proof of Workers' Compensation with a waiver of subrogation is also required, if applicable.*

### Certificate Holder

City of Eureka  
531 K Street  
Eureka CA 95501

### Please send all Certificates of Insurance & Endorsements to:

Zoe Powell  
Community Services Coordinator/Facility Rentals  
3414 W Street  
Eureka, CA 95503  
Phone number: 707.441.4268  
[zpowell@ci.eureka.ca.gov](mailto:zpowell@ci.eureka.ca.gov)

**Please note:**

If utilizing an excess/umbrella policy in addition to a general liability policy to meet the \$2 million liability limit requirement, one of the following must be provided.

1. a statement on the certificate stating the “excess/umbrella policy follows form from the general liability.”

***OR***

2. a policy excerpt with policy number, and the statement the “excess/umbrella policy follows form from the general liability policy;” clearly marked. Please do not send the entire policy. It will not be read.

***OR***

3. a letter on business letter head stating “excess/umbrella policy follows form from the general liability.” Include the policy number, named insured and name and signature of an authorized representative.

While the nature of an excess/umbrella policy is to follow form, all policies are different, requiring written proof in any of the above formats.

**CERTIFICATE OF INSURANCE**  
**THE CITY OF EUREKA, CALIFORNIA**

ISSUE DATE (MM/DD/YY)

<b>PRODUCER</b>	<p><b>THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b></p> <p><b>INSURERS AFFORDING COVERAGE:</b> <span style="float: right;"><b>BEST'S RATING</b></span></p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p>INSURER C: _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p>
<b>INSURED</b>	

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED. EXP. (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS COMP/OP AGG.	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED?  If yes, describe under SPECIAL PROVISIONS below.				WC STATUTORY LIMITS	OTHER \$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	<b>PROPERTY INSURANCE</b> <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- THE FOLLOWING PROVISIONS APPLY:**
1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
  2. The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
  3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
  4. The City is named a loss payee on the property insurance policy listed above, if any.
  5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
  6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

<b>CERTIFICATE HOLDER/ADDITIONAL INSURED</b> <b>THE CITY OF EUREKA</b> <b>531 K STREET</b> <b>EUREKA, CA 95501-1165</b>	<b>AUTHORIZED REPRESENTATIVE</b> SIGNATURE _____ TITLE _____ PHONE NO. _____
--	---

INSURER # 1  
POLICY NO: # 2  
ENDORSEMENT NO: # 3

ISO FORM CG 20 11 01 96 (MODIFIED)  
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

### ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (ADDITIONAL INSURED): # 4
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions.

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

#### Modifications to ISO for CG 20 11 01 96

- all on an endorsement -
- #5 The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
  - #6 This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
  - #7 The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.

NOTE: If an insurance company can not or will not use the City's Endorsement Form, we will accept the insurance company's "Additional Insured" Endorsement Form provided it includes all of the items 1-8.

# 8

Signature-Authorized Representative

Address

<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF EUREKA, CALIFORNIA</b>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
<b>PRODUCER</b>  Telephone _____	<b>POLICY INFORMATION:</b> Insurance Company: _____ Policy No. _____ Policy Period:(from) _____ to) _____	
<b>NAMED INSURED</b>	<b>OTHER PROVISIONS</b>	
<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____	<b>EMPLOYERS LIABILITY LIMITS</b> \$ _____ (Each Accident) \$ _____ (Disease-Policy Limit) \$ _____ (Disease-Each Employee)	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:  1. CANCELLATION NOTICE. This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.  Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.		
<b>ENDORSEMENT HOLDER</b>		
<b>CITY OF EUREKA 531 K STREET EUREKA, CALIFORNIA 95501-1165</b>	<b>AUTHORIZED</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ <b>REPRESENTATIVE</b> _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	