

## **INSURANCE REQUIREMENTS AND MINIMUM LIMITS**

Events using public property (excluding neighborhood block parties) are required to secure an insurance policy for the event that includes the City of Raleigh as additional insured with limits determined by the City's Risk Management Division. The event organizer(s) (primary and/or secondary) shall purchase and maintain this insurance, providing coverage for the event with an insurance company authorized to do business in the State of North Carolina.

All general liability certificates must list the City of Raleigh as an additional insured. If the event includes alcohol, liquor liability coverage is also required. All policies must protect the City of Raleigh, its officers, officials, employees and agents from any and all claims for damages to property and/or bodily injury which may result from or in connection with any of the operations carried on by the special event. The City's Risk Management Division must receive a copy of all certificates of insurance for all coverages before a permit will be issued.

Third Party Insurance: Event organizer(s) agrees to ensure all safety sensitive contractors providing goods or services for the event and also maintain appropriate insurance coverage and limits. Examples of such contractors include but are not limited to inflatable companies, providers of amusements, rides, mobile attractions, operators of unique participatory experiences, equipment contractors and vendors of all food and beverage items.

### **Commercial General Liability**

Per Occurrence:	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Ops.	\$1,000,000
General Aggregate	\$2,000,000

### **Liquor Liability** (when applicable)

Minimum limits for this coverage shall be \$1,000,000.

### **Commercial Automobile Liability** (when applicable)

Combined Single Limit of \$1,000,000 per accident.

Coverage shall include liability for Owned, Non-Owned and Hired automobiles.

### **Workers' Compensation and Employers Liability**

This coverage will be required when Raleigh Police Department will be providing Raleigh Police Officers (secondary employment) to work during a special event. The Event Organizer(s) agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 statutory limits. The organizer(s) shall provide Employers Liability coverage with minimum limits:

- Bodily Injury by Accident: \$500,000 each accident
- Bodily Injury by Disease: \$500,000 each employee
- Bodily Injury by Disease: \$500,000 policy limit

Note: Required limits for lines of insurance coverage may vary depending on size, location and type of event. Also, certain events may require additional insurance coverages; examples are parades with floats, antique automobile street shows, motorcycle safety classes, motorcycle festivals, events including the sale of alcohol, and film production requests.

### **Additional Insured Status**

The Event Organizer(s) agrees to list the City of Raleigh as additional insured for Commercial General Liability and Commercial Automobile Liability (when applicable). Certificate of Insurance should be specifically worded: The City of Raleigh, its officers, employees and agents are listed as an additional insured.

### **Certificate of Insurance**

The Event Organizer(s) agrees to provide the City of Raleigh a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect.

**The Certificate Holder address should read:** City of Raleigh, PO Box 590, Raleigh, NC 27602-0590

## **INDEMNIFICATION CLAUSE**

To the fullest extent permitted by law, the Event Organizer(s) shall indemnify, defend and hold harmless the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Event Organizer) from and against any and all losses, damages, costs, expenses (including attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) arising from the Event Organizer's failure to perform its obligations under this Contract; (ii) arising from any act of negligence or willful misconduct by the Event Organizer(s) or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; (iii) arising from the Event Organizer(s) violation of any law (including, without limitation, immigration laws); (iv) seeking payment for labor or materials purchased or supplied by the Contractor or its subcontractors in connection with this Contract; (v) any claim that the Event Organizer(s) or an employee or subcontractor of the Event Organizer(s) is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like; or (vi) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims").

If an Infringement Claim occurs, the Event Organizer(s) shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Contractor is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Contractor shall promptly refund to the City all amounts paid under this Contract.



# CERTIFICATE OF LIABILITY INSURANCE

HOPSC-2

OP ID: AT

DATE (MM/DD/YYYY)  
08/12/2014

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 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).

<b>PRODUCER</b>  Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	<b>CONTACT NAME:</b> Name
	<b>PHONE (A/C, No, Ext):</b> Phone Number <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> Email Address
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Name of Insurance Company      Enter NAIC#
<b>INSURED</b>  Company Name Company Street Address or P.O. Box Company City, State & Zip Code	<b>INSURER B:</b> Name of Insurance Company (if applicable)      Enter NAIC#
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Enter Policy #	Effective Date	Expiration Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included/amount
A	<b>AUTOMOBILE LIABILITY</b> - check all that apply <input checked="" 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			Enter Policy # (if applicable)	Effective Date	Expiration Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			Enter Policy # (if applicable)	Effective Date	Expiration Date	EACH OCCURRENCE \$ associated limit AGGREGATE \$ associated limit
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			Enter Policy # (if applicable)	Effective Date	Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			Enter Policy # (if applicable)	Effective Date	Expiration Date	1,000,000

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

COLOR KEY - COI example form

Yellow: required limits for all events

Pink: required limits for parades that have floats or events involving other moving vehicles

Green: may be required to meet required limits for GL, AL, EL

Blue: required limits for events hiring off-duty Raleigh Police

Purple: required limits for events selling/consuming alcohol

Other: additional fields may be required or waived, at the discretion of the Risk Management Dept.

**This must read:**

The City of Raleigh, its officers, employees, and agents are listed as an additional insured.

Event: Name/Title

**CERTIFICATE HOLDER**

City of Raleigh  
P.O. Box 590  
Raleigh, NC 27602

**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

Signature of authorized representative

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## **ADDITIONAL INSURANCE GUIDELINES AND DEFINITIONS**

*Defined terms correspond to specific sections of the Certificate of Insurance (COI). Questions? Contact the City of Raleigh Risk Management Division, 919-996-4956*

**Producer:** This information will be the contact information for the insurance broker or carrier. Please ensure the contact name and phone number is included in case contact is needed to clarify or ask questions concerning the COI.

**Insured:** This information will be the name and contact information of the named insured on the insurance policies. This should be the **exact name of the organization** the City of Raleigh is entering into a contract with and should match the name of the organization requesting the Special Events Permit.

**Insurer(s) Affording Coverage:** This section will list the names of the insurance companies providing insurance coverage to the insured. The NAIC # is a number assigned to each individual underwriting company by the National Association of Insurance Commissioners.

**Coverages:** All COIs should have the minimum insurance requirements for each line of insurance per the corresponding City of Raleigh contract template that applies. Make sure that all sub-sections in this section are completed.

- Insured Letter
- Type of Insurance
- Additional Insured
- Policy Number
- Policy Effective Date
- Policy Expiration Date
- Limits

Please note that the policy coverage period should cover the time period of the event, contract and /or project. Be sure to obtain an updated COI for the period and duration of the event, contract and/or project.

Only Risk Management is allowed to lower the limits or waive insurance requirements. Please note insurance requirements vary corresponding to the risk exposure. Example: Construction contracts normally always require Builder's Risk coverage. Engineering, Architect, Design, Accounting, Consulting, and Quality Testing contracts require Professional Liability insurance coverage.

### **Description of Operations/Locations/Vehicles**

- A description of the event, project and/or work/services being performed should be listed in the description of operations for identification purposes.
- **The City of Raleigh should be listed as an additional insured for General Liability and Automobile Liability.**
- Workers' compensation and Professional Liability insurance coverage does not allow for additional insured status.

**Certificate Holder:** Per standard COR contract, the Certificate Holder address should read as follows:

City of Raleigh  
PO Box 590  
Raleigh, NC 27602-0590

**Other Information:** Workers' Compensation: The NC Workers' Compensation Act requires that all businesses which employ three (3) or more employees, including those operating as a corporations, sole proprietorships, limited liability companies and partnerships obtain workers' compensation insurance. There are some exceptions for some businesses that employ people working on railroads, farm laborers, etc.

Individuals who are sole proprietors, members of LLCs, and partners are not counted automatically as employees. Corporate officers may elect to be excluded from coverage, but are still counted in determining whether a business has three or more employees.

If a business states they are not required to have workers' compensation insurance because they are not required based on the WC Act, have them complete the Workers' Compensation Indemnity Agreement.