

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. Lessee and Lessee's insurer shall agree to waive right of recovery against the University

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Comprehensive or Commercial General Liability coverage, Insurance Services Office (no less than Occurrence form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for Lessees with employees).
3. Commercial (Business) Automobile Liability covering for "Any Auto".

B. Minimum Limits of Insurance: Lessee shall maintain limits not less than:

1. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including Contractual Liability and Fire Legal Liability (\$100,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.
2. Workers Compensation: Statutory Limits, including Employers Liability not less than \$1,000,000 per occurrence (BI/disease).
3. Commercial Auto Liability: \$1,000,000 per occurrence combined single limit, for Bodily Injury Liability and Property Damage Liability.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California, the Trustees of the California State University, California State University (CSU), California State University, Sacramento (the University), their officers, employees, representatives and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Campus guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions: Each policy is to contain, or be endorsed to contain, the following provisions:

1. *"The State of California, the Trustees of the California State University, California State University (CSU), California State University, Sacramento (the University), their officers, employees, and volunteers"* are to be covered as additional insureds with respect to liability arising out of operation, maintenance or use of that part of the premises leased to the lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects *"The State of California, the Trustees of the California State University, California State University (CSU), California State University, Sacramento (the University), their officers, employees, and volunteers"*. Minimum Limits of Insurance shall not serve to reduce the liability of the Lessee's insurer nor the lessee. Any insurance or self-insurance maintained by the University, its officers, employees, representatives or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Policies shall waive right of recovery against the University
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be contributory by the University, nor may it be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.
5. **For General Liability, Additional Insured form at least as broad as ISO form CG 20 11 11 85 (Modified) (sample attached) shall be used as the Additional Insured Endorsement.**
6. Certificates and Endorsements shall be sent to:

California State University, Sacramento
ATTN: Procurement
6000 "J" Street
Sacramento, CA 95819-6008

- E. Acceptability of Insurers:** Insurance shall be placed with California Admitted insurers with a current A.M. Best's rating of no less than A: VII.
- F. Verification of Coverage:** Lessee shall furnish the Campus with original certificates and amendatory Additional Insured endorsements effecting coverage required by this Short Term Lease. The endorsements should be on forms provided by the Campus (sample attached) or if on other than the Campus' forms provided those endorsements or policies shall conform to ACCORD and ISO standards and requirements and the requirements of this agreement. All certificates and endorsements are to be received and approved by the Campus before occupancy occurs. The Campus reserves the right to be provided complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- G. Subcontractors, Sublessees, Vendors, Exhibitors:** Lessee shall include all subcontractors, sublessees, vendors, and exhibitors as Insureds under its policies or if Lessee elects to rely upon insurance provided by subcontractors, sublessees, vendors and exhibitors (herein "sublessees"), Lessee shall require all sublessees to provide certificates of insurance that satisfy all requirements listed in paragraphs A, B, C and D above. Sublessees shall provide said insurance evidence to Lessee, however upon University's request Lessee shall furnish separate certificates and additional insured endorsements for each sublessee to the University for review and approval.

Deviation from Requirements:

In dealing with Special Events, Facility Rental Use Agreements or other large scale activities with special circumstance, the campus reserves the right to amend the standard limits for insurance as set forth in paragraphs above. The following questions represent the kind of information that will be sought.

1. How many attendees?
2. Will alcohol be served?
3. What activities will take place?
4. Who could be harmed?
5. What property could be damaged and how severely?
6. What is the maximum likely loss for each activity?
7. Is there a possible pollution exposure?
8. What is the possibility that crowds, bystanders or passersby could become involved?
9. Will inherently dangerous activities take place in conjunction with the event?
10. How likely is it that the University will be a defendant in the event of a loss?
11. What is the duration of the contract?
12. What is the amount of the contract?
13. Is this a recurring (annual) special event? If "yes" what is the safety/loss history of the event?

Any requested deviations from the above Insurance Requirements must be submitted to the Campus Risk Manager, (916) 278-7233, Fax (916) 278-4359, at least three weeks in advance of the event for consideration.