

INSURANCE REQUIREMENTS FOR RENTAL OF FACILITIES

(Includes: Summer Camps)

Suppliers shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder and the results of that work by the Supplier, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

The limits of coverage set forth in this requirement are minimum amounts, and in any situation where an unusually high risk of liability is present, the University may require the lessee, supplier, vendor or Supplier to carry insurance with a higher limit.

Coverage shall be at minimums outlined below:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence and **\$2,000,000** for Products/Completed Operations. The general aggregate limit required is **\$4,000,000**.

Additional Insured Endorsement - *The State of California, the Trustees of The California State University, California State University, Long Beach and the officers, employees, directors, volunteers and agents (collectively “University”) are to be named as additional insureds* on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Supplier including materials, parts or equipment furnished in connection with such work or operations.

Waiver of Subrogation Endorsement - Supplier hereby grants to the University a waiver of any right to subrogation which any insurer of said Supplier may acquire against the University by virtue of the payment of any loss under such insurance. Supplier agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.

Participant Accident Insurance - If the use includes athletic activities, Renter shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance.



2. **Automobile Liability:** Covering any auto with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 - **Waiver of Subrogation Endorsement** - Supplier hereby grants to the University a waiver of any right to subrogation which any insurer of said Supplier may acquire against the University by virtue of the payment of any loss under such insurance. Supplier agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.
4. **Abuse and Molestation:** If the work will include contact with youth (under age 18), and the commercial general liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Supplier shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

REQUIRED INSURANCE PROVISIONS

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

- A. **General Liability Coverage** - General liability coverage can be provided in the form of an endorsement to the Supplier's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- B. **Primary Coverage** - For any claims related to this contract, the Supplier's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects *The State of California, the Trustees of The California State University, California State University, California State University, Long Beach and the officers, employees, directors, volunteers and agents (collectively "University")*.

Any insurance or self-insurance maintained by the University, its officers, officials, employees, or volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

- C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the University.
- D. **Self-Insured Retentions** - Must be declared to and approved by the University. The University may require the Supplier to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or University.
- E. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a **current A.M. Best's rating of no less than A:VII**, unless otherwise acceptable to the University.

F. Claims Made Policies -If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a Retroactive Date prior to the contract effective date, the Supplier must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

G. Umbrella or Excess Policy - An Umbrella or Excess Policies may be used to meet the minimum insurance requirements.

The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

A Follow Form endorsement in an umbrella policy ensures that the umbrella policy adheres to the same terms, conditions, and exclusions as the underlying primary policy. This means that the coverage provided by the umbrella policy will "follow" the coverage provided by the primary policy, without adding or removing any additional exclusions or condition.

- The Follow Form Endorsement is required to be submitted and must state that the policy will follow the exact warranties, terms, conditions, exclusions and limitations contained in the Followed Policy listed in the Declarations.

H. **Safety on Staging for Live Events.** A contracting entity shall require an entertainment events vendor to certify for its employees, and any subcontractors' employees, as part of the contract for production of any live event at its public events venue, both of the following:

- An employee of an entertainment events vendor involved in the setting up, operation, or tearing down of a live event at the venue has completed the Cal/OSHA-10, the OSHA-10/General Entertainment Safety training, or the OSHA-10 as applicable to their occupation.

One of the following applies:

- Heads of departments and leads have completed the Cal/OSHA-30, the OSHA-30/General Entertainment safety training, or the OSHA-30, and are certified through the Entertainment Technician Certification Program relevant to the task or tasks they are supervising or performing, or another certification program, as specified by the division.
 - The entertainment events vendor certifies that its employees and any subcontractors' employees meet the conditions for a skilled and trained workforce.
 - An entertainment events vendor shall certify in writing, and as part of the contract, that they have verified the training completion and certification requirements of all employees, and any subcontractor's employees, who will work on the setting up, operation, or tearing down of the event.
- I. **Verification of Coverage** – Supplier shall furnish the University with current Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the University before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Supplier's obligation to provide them.
- J. **Special Risks or Circumstances** - University reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



K. **Certificate Holder** - Certificates and Endorsements shall be sent to:

Trustees of the CSU
California State University, Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123
Email: purchasing@csulb.edu