

Insurance Requirements for Renters/Users of Biggs Community Facilities

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess an "A.M. Best" rating of no less than A-: VII. If the Renter/User's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess an A.M. Best rating of at least A: VIII.

The minimum amount of insurance coverage for **General Liability** shall be at least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, with a maximum policy deductible of \$500.

If alcohol is to be sold or served on the premises, General Liability shall be at least \$2,000,000 per occurrence and Liquor Liability must be included.

Said insurance coverage shall be evidenced by a certificate(s) of insurance with original policy endorsements, naming the City of Biggs as additional insured, and shall be executed by an authorized official of the insurer(s) and faxed to **City of Biggs, (530)868-5239 or e-mailed to marlee@biggs-ca.gov** In addition to the limits of coverage provided herein above, **policy endorsements shall be attached to the certificate that also provides that:**

1. "The City of Biggs, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects any liability arising out of the rental of the facility. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers."
2. "The insurance coverage afforded by this policy shall be primary insurance as respects the City of Biggs, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute with it."
3. Renter hereby grants to City a waiver of any right to subrogation which any insurer of said Renter may acquire against the City of Biggs by virtue of the payment of any loss under such insurance. Renter 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 City has received a waiver of subrogation endorsement from the insurer

Renter/User shall furnish the City of Biggs **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the City at least seven (7) days prior to the beginning of the rental period. The City reserves the right to require complete, certified copies of all insurance policies required by this agreement.

Certificates of insurance shall state should any of the policies be cancelled before the expiration date, notice will be delivered in accordance with the policy provisions. Renter/User agrees to notify the City immediately of any notice from an insuring agency that cancels, suspends, or reduces coverage or limits of, said insurance policy.

Should you have any questions please contact Marlee Mattos, Administrative Assistant at (530)868-5493 or marlee@biggs-ca.gov.