Insurance Guidelines

To the Special Event Applicant:

This informational letter and the attached General Liability endorsement form are intended to assist you in obtaining the insurance coverage required for your event/activity and permit. Please forward this letter and the City’s General Liability Endorsement form to your insurance broker-agent.

For the duration of your permit, you must maintain, from an insurance company(ies) either admitted to write insurance in the State of California or rated A:VIII by A.M. Best Company (or equivalent), the following insurance coverages, unless the City’s Risk Manager determines that other coverages or higher limits are required for your specific event or activity:

1. Commercial general liability (equivalent to ISO CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Dollars ($1,000,000) per occurrence. If food is sold, products liability coverage in an amount not less than One Million Dollars ($1,000,000) must be included. If alcoholic beverages are sold or served, liquor liability coverage in an amount not less than One Million Dollars ($1,000,000) must be included. If participants, film extras, and/or spectators are involved, the certificate of insurance must specify that the commercial general liability covers participants, film extras, and/or spectators as applicable. The City’s General Liability Endorsement form provides coverage for the City, its officials, employees, volunteers, and agents as additional insureds under your commercial general liability policy.

2. Workers’ compensation as required by the California Labor Code, if the permit holder uses its own employees in conducting the planned event/activity/film shoot.

3. Automobile Liability (equivalent to ISO form CA 00 01 08 92) in an amount not less than One Million Dollars ($1,000,000) combined single limit covering all owned, hired or nonowned autos. If automobiles are used in the move-in, setup, break-down or operation of the event/activity/film shoot. If you are using only nonowned or hired autos, a nonowned auto endorsement to your general liability policy is acceptable.

4. Aircraft Liability in an amount not less than One Million Dollars ($1,000,000) per occurrence, if helicopters or other aircraft are used in the conduct of or in connection with the event/activity/film shoot.

5. Watercraft Liability in an amount not less than One Million Dollars ($1,000,000) per occurrence, if watercraft are used in the conduct of or in connection with the event/activity/film shoot.

You must provide this office at least twenty (20) working days prior to your event/activity/film shoot:

- Certificate of Insurance issued by your insurance broker-agent evidencing the insurance coverages applicable to your event/activity/film shoot, with the cancellation provision on the certificate amended to read as follows: “Should any of the above described policies be canceled before the expiration dates thereof, the issuing company will mail thirty (30) days prior written notice to the certificate holder. In the case of cancellation for nonpayment of premium, the issuing company will mail ten (10) days prior written notice to the certificate holder.”

- City’s General Liability Endorsement completed by your insurance company or insurance agent;

- Any written statements by you and/or your insurance broker-agent explaining the reasons why any of the above coverages are limited or why any of the applicable requirements have not been satisfied.

All certificates and endorsements must be original, signed documents submitted to Manager of Special Events and Filming, City of Long Beach, 211 E. Ocean Blvd., Suite 410, Long Beach, CA 90802.

If you or your insurance broker-agent have any questions regarding these insurance requirements, please do not hesitate to contact this office. For your convenience, we have a facsimile machine within this department. The facsimile access telephone number is (562) 570-5335.

- General Liability Endorsement Form
A. GENERAL LIABILITY POLICY INFORMATION

1. Insurance Company__________________________

2. Policy No. _______________ Policy term (from) ___________ (to) ___________

3. Endorsement effective date__________________ Endorsement expiration date________________

4. Named Insured______________________________

5. Address of Named Insured____________________

6. Policy Limits: Occurrence $_______________ General Aggregate: $_____________

7. Policy Form equivalent to: CG 00 01 ____________ CG 00 02 ____________ GL 00 02 ____________

8. The following coverage is provided:

☐ Contractual liability ☐ Auto stunts ☐ Event participants ☐ Watercraft liability
☐ Products liability ☐ Other stunts ☐ Event spectators ☐ Aircraft liability
☐ Fire legal liability ☐ Concessionaires ☐ Liquor liability ☐ Pyrotechnics
☐ Cross liability ☐ Vendors ☐ Non-owned auto ☐ Other ________________

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Not withstanding any inconsistent statement in the policy to which this endorsement is attached or in any other endorsement thereto, it is agreed as follows:

1. ADDITIONAL INSURED. The City of Long Beach, and its officials, employees, agents, commissions, and volunteers are included as additional insureds with respect to all claims, demands, causes of action, damages, settlement, expenses and costs (including but not limited to attorney’s fees and defense and investigation expenses), or loss or liability of any kind or nature whatsoever arising out of, or in any manner incident to, the operations, activities, or undertakings of the Named Insured or any of the Named Insured’s employees, agents, or other persons permitted by the Named Insured to be on City premises in connection with the Special Event/City permit.

2. PRIMARY AND NONCONTRIBUTORY COVERAGE. The insurance afforded by this policy to the City, its officials, employees, agents, commissions, and volunteers is primary insurance. Any other insurance or self-insurance maintained by the City, its officials, employees, agents, commissions, and volunteers is in excess of this insurance and shall not contribute to it.

3. SEVERABILITY OF INTERESTS. The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or suit is brought, subject to the insurer’s limit of liability.

4. CROSS LIABILITY. The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer’s limit of liability.

5. CANCELLATION NOTICE. The insurance afforded by this policy shall not be reduced in coverage or limits (other than by payment of claims), cancelled, or otherwise terminated during the effective period of this endorsement except after thirty (30) days’ prior written notice has been given to the City (ten (10) days’ written notice for cancellation due to nonpayment of premium). Notice shall be sent by certified mail to the address shown above, Attention: David Ashman.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: ____________________________ ____________________________

(NAME) ____________________________ (TITLE) ____________________________

ADDRESS: ____________________________

TELEPHONE: ____________________________ FAX NUMBER: ____________________________

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) ____________________________, warrant that I have authority to bind the insurance company listed above in item A.1. and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) ____________________________

DATE ____________________________

TITLE: ____________________________ ORGANIZATION: ____________________________

ADDRESS: ____________________________

TELEPHONE: ____________________________ FAX NUMBER: ____________________________