

Insurance Requirements for Facility Rentals

Insurance. Without limiting ORGANIZATION's indemnification set forth in section 14, ORGANIZATION shall secure and maintain in force during the term of this Agreement a comprehensive general liability policy in the amount not less than \$1,000,000/\$2,000,000 per occurrence/aggregate for bodily injury, personal injury, and property damage. ORGANIZATION shall provide a certificate(s) of insurance and endorsements on forms acceptable to DISTRICT 4 for the period of this Agreement, with full Worker's Compensation Insurance coverage for not less than the statutory limits, and employer's liability insurance coverage with limits not less than \$1,000,000, for all persons whom it employs or may employ in carrying out the work under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workers Compensation Insurance laws. The insurance required pursuant to this Agreement shall constitute primary coverage for any bodily injury, personal injury, and property damage arising out of ORGANIZATION's actions or inactions under this Agreement. Neither the existence of any of the insurance coverage required under this Agreement nor the minimum coverage limits specified herein with respect to any such coverage shall be deemed to limit or restrict in any way ORGANIZATION's liability arising under this Agreement. The policies required under this Agreement shall: (i) name DISTRICT as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by DISTRICT; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days' written notice shall be given to DISTRICT before the cancellation or reduction of coverage or amount of such policy. ORGANIZATION shall provide a certificate and additional insured endorsement issued by the carrier of the policies described under this Section to DISTRICT prior to the first day of use of the Facilities. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to DISTRICT not less than thirty (30) days before the expiration of the term of such policy (if coverage will renew during the term of facilities use). Coverage shall be subject to DISTRICT's approval and issued by an insurer admitted and licensed in California to transact insurance coverage and issue policies. ORGANIZATION shall not commence its use of the Facilities under this Agreement until this certificate is provided. ORGANIZATION shall not alter or terminate said insurance policy without at least thirty (30) prior days' notice to DISTRICT.