

Cupertino. Removal, storage, and disposal fees may apply and must be paid before any new athletic field use permit will be issued. Repeated violations of this policy may result in Youth Sports Leagues losing the privilege of storing goals at any or all athletic field use sites listed in the Athletic Field Use Policy.

INSURANCE REQUIREMENTS

Athletic field permittees shall procure and maintain the following insurance for the duration of the permit against claims arising from or in connection with Permittee, its agents, representatives, employees, or volunteers.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, it must apply separately to this project/location (CG 25 03 or 25 04) or be twice the required occurrence limit.
2. **Sexual Abuse/Molestation:** Insurance or the equivalent as required for activities involving minors, (i.e., after-school activities, recreational programs, athletics, field rentals, study/training events and transportation of minors). Coverage may be included under General Liability or be obtained in a separate policy, such as Educators Legal Liability (ELL) policy, with a limit of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, it must apply separately to this permit or be twice the required occurrence limit.

Insurance coverage required may be satisfied by a combination of Primary and Excess/Umbrella insurance

Self-Insured Retentions: Self-insured retentions must be approved by City. The City may require Premitee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers: Insurance must be issued by insurers acceptable to City and licensed to do business in the State of California, with an A.M. Best’s financial strength rating of “A” or better and a financial size rating of “VII” or better.

OTHER INSURANCE PROVISIONS: The CGL policy must contain, or be endorsed to contain, the following provisions:

1. **The City of Cupertino, its City Council, boards and commissions, officers, officials, employees, agents, servants and volunteers** are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Premitee including materials, parts or equipment furnished in connection with such work or operations.

Insurance shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers.

The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by Premitee for City.

Each insurance policy shall provide that coverage shall not be canceled, except with notice to the City.

2. **Primary Coverage:** The Additional Insured coverage under the policy shall be primary non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City and all the insureds/indemnitees. If the limits of insurance required are satisfied in part by Umbrella/Excess Insurance, the Umbrella/Excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a "primary and non-contributory" basis for the benefit of the Additional Insureds before City's own insurance is triggered.
3. **Notice of Cancellation:** Each insurance policy shall provide that coverage shall not be canceled or allowed to expire without written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums. Such notice must be sent to City via email or certified mail to the attention of the City Manager.
4. **Waiver of Subrogation:** Premitee grants City a waiver of any right to subrogation which any insurer of said Premitee may acquire against City by virtue of payment of any loss under such insurance. Premitee will obtain any endorsement that may be necessary to effect 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.
5. **Verification of Coverage:** Premitee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before a permit is approved commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time. At a minimum Premitee must provide acceptable copies of the policy declarations and endorsement page verifying the required insurance coverages.
6. **Special Risks or Circumstances:** City reserves the right to modify these requirements based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.