



## Facility Use Insurance Requirements & Compliance Checklists

Thank you for your interest in renting a Poway facility! Event insurance is required of any entity or individual using a City of Poway facility. You may purchase event insurance through the City of Poway, or you may provide insurance through your own service provider. Reviewing your insurance coverage should be one of the first steps you take once you have decided to hold your event at a City of Poway facility. Speak with your broker to make sure there is coverage for all activities planned and insurance documents can be provided that meet the City's requirements.

These checklists and sample forms help ensure a smooth rental process by identifying the most common reasons insurance certificates are not accepted.

### The City of Poway requires:

- Commercial General Liability Insurance coverage, minimum of \$1 million each occurrence, and \$2 million general aggregate;
- An Additional Insured Endorsement naming the City of Poway and its elected and appointed boards, officers, and employees as additional insured with respect to operations on City of Poway property (General Liability only).
- A Primary & Noncontributory Endorsement (General Liability only).
- Auto Insurance (if driving commercial vehicles onto City property): \$1 million combined single limit (each accident).
- Workers' Compensation (only required if paid employees will be associated with the rental): \$1 million E.L. each accident. "Per Statute" box must be checked.
- Waiver of Subrogation (if Workers Compensation insurance is required)
- 30-Day Notice of Cancellation (if the performance/rental will exceed 29 days)

Events with higher risk levels require additional insurance coverage. A list of activities that are commonly excluded from liability insurance is also attached.

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The following insurance documents are due 30 days prior to your event.

**Insurance may NOT be submitted before 30 days prior to your event, but it MUST be submitted by 21 days prior to your event.**

**If we do not receive the insurance documentation by 21 days prior to your event, the cost of insurance from the City of Poway's provider will be charged to the applicant, or your event will be canceled.**

We encourage you to provide these requirements and samples to your insurer.

#### 1. **Certificate(s) of Insurance**

- a. Review the attached checklist (pg. 2) and SAMPLE (pg. 3), and compare those with each policy required for the event. The Certificate of Insurance is a statement of the coverage you have in place, but it does not extend coverage or any other rights to the City of Poway or any other party.

#### 2. **Additional Insured Endorsement**

- a. Please review the checklist (pg. 4) and SAMPLE (pg. 5) we have provided. The General Liability policy number must appear on this document. The Additional Insured Endorsement is a document that adds language to your policy to make the City an additional insured on your policy. **This language is a requirement for your event permit.**



## Certificate of Liability Checklist

Each number listed below corresponds to the **sample Certificate of Liability Insurance** on page 3 of this document as a reference. Certificates of Liability will vary slightly from broker to broker.

**Important: Date on certificate MAY NOT BE MORE THAN 30 DAYS PRIOR TO YOUR EVENT.**

- (1) Insured: The 'Insured' matches the Applicant's name as it appears on the facility rental application. The Applicant is the party responsible for the event. Insurance from an entity other than the event holder is *not* a substitute for coverage for the event. Examples include party planners, caterers, or other vendors who provide event services but may not be responsible for the entire event. You will be informed if insurance from a vendor who is not the Applicant is also required and needs to be provided in addition to the event insurance.
- (2) General Liability: "Occurrence" box is checked.  
Additional policies or confirmation of coverage in this policy are required for activities that are commonly excluded from the typical Commercial General Liability policy. An example is Liquor Liability insurance, which generally is provided by a separate policy.
- (2a) Limits: Minimum per occurrence limit (higher limit may be required depending on event risks \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- (2b) Auto Insurance (if driving commercial vehicles onto City property): \$1 million combined single limit (each accident).
- (3) Policy Effective and Expiration Dates  
Policy must be current and date(s) of the event fall within the "policy effective" and "policy expiration" dates.
- (4) Excess/Umbrella: Supplements the limits of other policies to meet required limits, if required.
- (5) Other: liquor liability or other coverage required for the permit is shown here.  
May be accompanied by another policy if appropriate.
- (6) Description of Operations: Include: **1)** a brief description of your event; **2)** the date(s) to be held; **3)** facility name: **POWAY CENTER FOR THE PERFORMING ARTS.**  
There is no language here attempting to limit liability. Coverage is shown for event activities that are commonly excluded from a typical Commercial General Liability policy or are typically outside the scope of coverage for a policy for one specific activity, such as a sport.
- (7) Certificate Holder: **City of Poway**  
**13325 Civic Center Drive**  
**Poway, CA 92064**





## Additional Insured Endorsement Checklist

*A separate Additional Insured Endorsement page must be attached to the Certificate of Liability Insurance.*

*Please see the **SAMPLE** provided on next page (pg. 5)*

*Additional Insured Endorsements will vary slightly from broker to broker.*

The endorsement page requirements include:

1. The General Liability policy number on the Additional Insured Endorsement matches the policy number on the Certificate of Liability insurance certificate.
2. "The City of Poway, its elected and appointed boards, officers and employees" are listed as additional insured. This quoted language must be included as written.
3. No restrictive wording is acceptable on the endorsement, other than to restrict the coverage to liability arising out of the operations of the named insured.

### Common Exclusions to General Liability Policies

Some events and activities that may be excluded from many General Liability insurance policies are listed below, in alphabetical order. This is not a comprehensive list. Event holders should check their policy to ensure coverage for all activities proposed at their event, and evidence of this coverage must be provided.

- Aircraft/aviation, all-terrain boarding, animals or animal acts, athletic activities/participants, athletic equipment - sale, manufacture or distribution.
- Ballooning, hot air balloons, or balloon rides, base jumping, bicycle or unicycle activities, boating, power boats, power boat racing, bouldering, boxing, bungee jumping.
- Canoeing, carnival rides, cheerleading pyramids, chemicals - use or demonstration, circus acts, circuses, climbing wall, concert or dance with mosh pits, concert longer than six hours, construction.
- Demolition work, diving, platform diving or spring board diving.
- Equestrian - related sports, explosives.
- Fire (use or demonstration with), fireworks, football (except passing camps w/ no contact drills)
- Gliders, guns (use or demonstration with), gymnastics.
- Hang gliding, hockey, horseback riding or use of horses, hot air balloons.
- Ice hockey, inflatables, inflatable activities.
- Jousting.
- Karate or contact martial arts, kayaking.
- Lacrosse, luge.
- Liquor Liability.
- Mechanical amusement rides or services, medical or chiropractic care, motorized sporting equipment, mountain biking, mountain climbing, mountain boarding.
- Parachuting, polo, professional sporting activities, games, racing or contests of a professional nature and with cash prize, pyrotechnics.
- Rafting, rap/heavy metal/rock concerts, raves, rock climbing, rodeo or roping events (including practice), roller blade or roller skate activities, roller hockey, ropes courses, rugby.
- Saddle animal exposure, scaffolding or platform (such as a stage) more than 4 feet high, scuba diving, skate board activities, skin diving, snowboarding, snow skiing, squash.
- Tanning devices, tobogganing, tournaments, tractor or truck pulls, trampoline.
- Water polo, water skiing, watercraft activities or use, waterslides, wrestling.

1 POLICY NUMBER: *Must match the General Liability policy number on Insurance Certificate.*

COMMERCIAL GENERAL LIABILITY  
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

2	<b>Designation Of Premises (Part Leased To You):</b>
	Specific City facility: <b>POWAY CENTER FOR THE PERFORMING ARTS</b>
3	<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>
	The City of Poway and its elected and appointed boards, officers and employees 13325 Civic Center Drive Poway, CA 92064
	<b>Additional Premium:</b> \$ <i>The insurer will complete this field if they are responsible for additional premiums.</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

4 **A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.