

LICENSEE: SEND THIS FORM TO YOUR INSURANCE BROKER

INSURANCE COVERAGES AND LIMITS

Twenty-one days prior to the first event, Licensee shall obtain and thereafter maintain continuously throughout the term of this Agreement, at no expense to the City, minimum coverages and limits of insurance as described below:

1. COMMERCIAL GENERAL LIABILITY (CGL) insurance including:
 - Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Host Liquor Liability (If Applicable)
 - Tenant/Fire Legal
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability

Such insurance must provide a minimum limit of liability of \$1,000,000 each Occurrence Combined Single Limit (CSL) Bodily Injury and Property Damage except:

- \$1,000,000 each Offense Personal and Advertising Injury
 - \$ 100,000 each Occurrence Tenant/Fire Legal Liability
 - \$1,000,000 each Accident/Disease Stop Gap/Employers Liability
2. AUTOMOBILE LIABILITY insurance for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 each Occurrence CSL Bodily Injury and Property Damage. Automobile liability insurance requirement is not applicable to a Licensee that does not operate motor vehicles upon or in the vicinity of Seattle Center for purposes of loading or unloading occupants or property in connection with the terms of the License.
 3. WORKER'S COMPENSATION insurance as respects the state of Washington securing liability for industrial injury to employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If Licensee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, it shall so certify to the City by submitting a letter signed by a corporate officer, indicating that it is a qualified self-Insurer, and setting forth the limits of any policy of excess insurance covering its employees; or any similar coverage required.
 4. If alcoholic beverages are sold by other than a non-profit entity possessing a valid special occasion license from the Washington State Liquor Control Board, then LIQUOR LIABILITY insurance with a minimum limit of liability of \$2,000,000 is required for each Common Cause. Certification of Liquor Liability insurance may be provided by the bar caterer provided that such insurance meets all the relevant requirements herein.
 5. If pyrotechnics are used for an Event, PYROTECHNIC LIABILITY insurance shall be covered under a Commercial General Liability insurance with a minimum limit of liability of \$2,000,000 each Occurrence. A permit is required from the Seattle Fire Marshall. Certification of Pyrotechnic Liability insurance may be provided by a pyrotechnic operator provided that such insurance meets all the relevant requirements herein.

TERMS AND CONDITIONS

1. The insurance policy or policies, endorsements thereto, and subsequent renewals be subject to approval by the City as to company, form and coverage. The insurer shall be:
 - a. Licensed to do business in the State of Washington and Rated A- VII or higher in the A.M. Best's Key Rating Guide, or
 - b. Procured under chapter 48.15 RCW by a Washington State licensed surplus line broker.

2. Such insurance as is provided under items 1, 2, 4 and 5 above shall include the City of Seattle as an additional insured for primary and noncontributory limits of liability subject to a separation of insureds clause. The limits of liability are minimum limits of liability only and shall not limit the liability of Licensee or any of its insurers; the City shall be an additional insured for all available limits of liability available to Licensee, whether primary, excess, contingent or otherwise.
3. Coverage shall not be cancelled without thirty (30) days prior written notice to the City, except ten (10) days-notice with respect to cancellation for nonpayment of premium.
4. Self-insured retentions in excess of \$25,000 shall be disclosed in writing and are subject to the approval of the City's Risk Management Division. Approved self-insurance may be partially or wholly substituted for required commercial liability insurance coverages.
5. Failure of Licensee to fully comply with these insurance requirements shall constitute a material breach of this Agreement.

EVIDENCE OF INSURANCE

1. Licensee's insurance broker shall issue a certificate of insurance that meets the minimum coverages and limits requirements herein and Licensee shall issue self-insurance certification.
2. THE CERTIFICATION SHALL HAVE ATTACHED A COPY OF THE ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING THAT DOCUMENTS THAT **CITY OF SEATTLE** IS AN ADDITIONAL INSURED UNDER THE CGL INSURANCE.
3. If the CGL insurance is partly or wholly self-insured, Licensee shall state in writing that it will protect **City of Seattle** as an additional insured under the self-insured retention as if a commercial CGL insurance policy were in force.
4. Under "**Description of Operations**", List event name, date, location and a brief event description to be provided by the event producer. You must also indicate that the event is taking place at **Seattle Center**. This allows Risk Management to identify the event because other City departments also present events.
5. Insurance and/or self-insurance certification must cite the **Certificate Holder** as: **City of Seattle, Risk Management Division, P.O. Box 94659, Seattle, WA 98124**

Send the original to:

City of Seattle
Risk Management Division

Send a copy of the original to:

Seattle Center Programs & Events
(Do not list as Certificate Holder on the copy - only **City of Seattle**)

Using one of the methods below:

(Preferred) Email: riskmanagement@seattle.gov

Email: SCBooking@seattle.gov

Fax: (206) 470-1270

Fax: (206) 684-4183

Mail: P.O. Box 94659
Seattle, WA 98124

Mail: 305 Harrison Street
Seattle, WA 98109

NOTE TO INSURANCE BROKER:

1. ATTACH THIS INSURANCE ADDENDUM TO THE EVIDENCE OF INSURANCE.

2. IF ANY QUESTIONS OR ISSUES, CONTACT CITY RISK MANAGEMENT AT (206) 386-0071