

INSURANCE:

COMPANY and COMPANY'S contractors, subcontractors and agents shall procure and maintain, until all of their obligations are satisfied, and the last of their materials and participants associated with the EVENT have left the VENUE, Occurrence Form insurance against claims for injury (including death) to persons or damage to property which may arise from or in connection with this EVENT/VENUE use. It is the COMPANY'S responsibility to see that COMPANY'S contractors, subcontractors and agents procure and maintain appropriate insurance listed in this section of the Agreement and name ASU as an additional insured as described below.

ASU requires any adjoining property owners also be listed as additional insured, if the EVENT uses, or causes to be used any adjoining property. Written permission of the adjoining property owner is also required. (ASU recommends that the COMPANY be listed as additional insured on the insurance policies of all COMPANY'S contractors, subcontractors and agents performing work for the EVENT or at the VENUE as well.)

Proof of the insurance, with the endorsement page(s) is required to be submitted and approved by ASU before EVENT load in begins and before VENUE use is allowed.

The *insurance requirements* herein are minimum requirements for this EVENT, Agreement and VENUE use, and in no way limit the indemnity covenants contained in this Agreement. ASU in no way warrants that the minimum limits contained herein are sufficient to protect the COMPANY from liabilities that might arise out of the EVENT/VENUE use under this Agreement by the COMPANY, its agents, representatives, participants, employees or subcontractors, and COMPANY is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** COMPANY shall provide coverage with limits of liability not less than those stated below. COMPANY shall cause its contractors/subcontractors to provide coverage with limits of liability not less than that stated below, endorsed with correct additional insured language below.

1. **Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury (including death) and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000

- a. This policy (or these policies), shall be endorsed to include the following additional insured language: **The State of Arizona, Arizona Board of Regents, Arizona State University their officials, agents and employees shall be named as additional insureds with respect to liability arising out of activity performed by or on behalf of COMPANY or in connection with the EVENT/VENUE use.**

- b. This policy (or these policies), shall contain a waiver of subrogation (waiver of transfer of rights of recovery) against The State of Arizona, Arizona Board of Regents, Arizona State University their officials, agents and employees for losses arising out of activity performed by or on behalf of COMPANY or in connection with the EVENT/VENUE use.

2. Liquor Liability (required only if alcohol is being served)

No alcohol allowed at this event \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: **The State of Arizona, Arizona Board of Regents, Arizona State University their officials, agents and employees shall be named as additional insureds with respect to liability arising out of activity performed by or on behalf of COMPANY or in connection with the EVENT/VENUE use.**
- b. The policy shall contain a waiver of subrogation (waiver of transfer of rights of recovery) against **The State of Arizona, Arizona Board of Regents, Arizona State University their officials, agents and employees for losses arising from activities performed by or on behalf of the COMPANY.**

3. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used for EVENT or in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: **The State of Arizona, Arizona Board of Regents, Arizona State University their officials, agents and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the COMPANY, involving automobiles owned, leased, hired or borrowed by the COMPANY.**

4. Worker's Compensation and Employers' Liability

Workers' Compensation:	Statutory Limits
Employers' Liability: Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. The policy shall contain a waiver of subrogation (waiver of transfer of rights of recovery) against **The State of Arizona, Arizona Board of Regents, Arizona State University their officials, agents and employees for losses arising from activities performed by or on behalf of the COMPANY.**
- b. This requirement does not apply to COMPANYS and subcontractors, who have no employees, when separately, EACH PARTY EXECUTES THE APPROPRIATE FORM AND INCLUDES IT WITH THE RETURN OF THIS AGREEMENT.

5. Additional Insurance

Please note that typical CGL insurance has many exclusions. If you are using, or are causing to be used any additional activities/equipment/etc., additional insurance will be required unless specifically addressed in your insurance documentation to ASU. A few examples of commonly excluded items are: valet parking (which requires Garage Keepers legal liability), inflatables, carnival rides, fireworks, pyro, and virtually anything with a motor. There are often many, many more exclusions. It is important that the COMPANY describe their EVENT in detail to the VENUE MANAGER and especially to their insurance agent to make sure the COMPANY'S EVENT and all VENUE use is covered by insurance. If any of the items above are associated with your EVENT/VENUE use, you need to present documented proof of that coverage, even if it is included in your current CGL or other existing coverages. Insured or not, the COMPANY is liable for all activities associated with their EVENT and VENUE use that result in loss and/or damage.

B. ADDITIONAL INSURANCE REQUIREMENTS:

1. All policies and endorsements shall include, or be endorsed to include, the endorsement language listed above.
2. Wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the COMPANY, even if those limits of liability are in excess of those required by this Agreement.
3. The COMPANY'S insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the COMPANY shall not be limited to the liability assumed under the indemnification provisions of this Agreement.