



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

May 30, 2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agent or Broker listed here.	CONTACT NAME: PHONE (A/C No Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C No):
INSURED ABC Company (MUST match the name on business licence and the permit) 123 Happy Valley Road Seattle, WA 98107	INSURER(S) AFFORDING COVERAGE INSURER A: Name of Insurer INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☒ NO CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X		The City does not accept CLAIMS-MADE insurance. All insurance must be OCCURRENCE based.	Dates must cover full range of planned activities	Must not expire prior to end of permit	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X		Any activity that involves vehicles must be covered in this section. 1 million min.			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ NO CLAIMS-MADE DEDUCTIBLE RETENTION \$			Insurance must be OCCURRENCE based.			EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This can be left blank intentionally. If words are listed here they will be evaluated on a case by case basis.

CERTIFICATE HOLDER

CANCELLATION

The City of Seattle Seattle Parks and Recreation 300 Elliott Ave W, Suite 100 Seattle, WA 98119	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Seattle
Endorsements that name the City as additional insured "as required by" or "only to the extent required by contract/lease" will not be accepted.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

CITY OF SEATTLE

SEASONAL CONCESSIONS INSURANCE REQUIREMENTS

INSURANCE IS REQUIRED TO BE
APPROVED PRIOR TO VENDING

SEND CERTIFICATION WITH ADDITIONAL INSURED CERTIFICATE AND FORM CG 20 26

Email: sprconcessions@seattle.gov

BASIC PERMIT REQUIREMENTS: Detailed requirements listed further below

- CGL LIMITS \$1,000,000 CSL PER OCCURRENCE, \$2,000,000 AGGREGATE.
- 30 DAY PRIOR WRITTEN NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM.
- "CITY OF SEATTLE" NAMED AS AN "ADDITIONAL INSURED" UNDER A FORM # CG 20 26, FOR PRIMARY AND NON-CONTRIBUTORY LIMITS. POLICIES THAT NAME THE CITY OF SEATTLE AS ADDITIONAL INSURED ONLY TO THE EXTENT REQUIRED BY CONTRACT OR LEASE WILL NOT BE ACCEPTED.
- INCLUDE A COPY OF THE ACTUAL "ADDITIONAL INSURED" POLICY ENDORSEMENT THAT MEETS THE ABOVE REQUIREMENTS. MUST INCLUDE POLICY NUMBER AND "CITY OF SEATTLE" UNDER SCHEDULE.
- **Auto Liability:** If vehicles are used for other than nominal and standard commute purposes, a policy of Business Automobile Liability, on an insurance industry standard form (CA 00 01 or equivalent) including coverage for owned, non-owned, leased or hired vehicles, or equivalent coverage. Minimum limit of insurance shall be \$1,000,000 CSL per occurrence.
- **CERTIFICATE HOLDER:**
FOR NOTICE OF CANCELLATION PURPOSES ONLY! DO NOT MAIL CERTIFICATION TO THE CITY. SEE GREEN BOX ABOVE FOR E-MAIL ADDRESS

City of Seattle
Seattle Parks and Rec.
300 Elliott Ave W, Suite 100
Seattle, WA 98119

CITY OF SEATTLE INDEMNIFICATION OBLIGATIONS

A. Permittee Obligation: Permittee will indemnify, defend, and hold the City, its elected officials, officers, employees and agents harmless from any and all claims, actions, suits, proceedings, damages, costs, and expenses (including reasonable fees of attorneys and paralegal assistants) whatsoever arising out of the use and occupation of the public premises authorized by this permit and any act or omission of the Permittee or any of its officers, employees, agents, licensees, subpermittees or the invitees of any of the same (hereinafter collectively referred to as "actors") including patent, trademark and copyright infringement; or arising out of or relating to any concurrent act or omission of any of the above-referenced actors and the City or any City officer, elected official, employee or agent; Provided, that nothing herein shall be construed as requiring the Permittee to indemnify the City against liability for bodily injury or damage to property caused by or resulting from the sole negligence of the City or of any of its officers, elected officials, employees, or agents. The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Permit.

B. The Permittee's obligations under this Section extend to any Claims made by their employees. Accordingly, the Permittee expressly waives all immunity and limitation of liability under any industrial insurance act, including Title 51 RCW, other workers' compensation act, disability benefit act, or other similar law, provided however that such waiver only applies as to the indemnified party and to the extent necessary to provide the applicable indemnified party with a full and complete defense and indemnification as provided for under this Section. The parties acknowledge this waiver of immunity was mutually negotiated.

C. City's Obligation: Except as provided under Subsection C hereof, the City shall indemnify and hold harmless the Permittee and its officers, employees and agents from any and all claims, actions, suits, proceedings, damages, costs, and expenses (including reasonable fees of attorneys and paralegal assistants) claimed by any person or entity and arising out of the sole negligence of the City or of any City officer, elected official, employee or agent under this Permit.

D. Indemnification Regarding Any Alteration, Addition, or Improvement Attached to Real Estate: Where any bodily injury or damage to property results from or arises out of any construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, the indemnification provided pursuant to Subsections A and B hereof shall be limited to the extent of the indemnitor's negligence.

CITY OF SEATTLE SEASONAL CONCESSIONS PERMIT INSURANCE REQUIREMENTS

The City of Seattle requires that all Seasonal Concession be supported by evidence of insurance coverage for the term of the permit. Prior to commencing any of the activities approved by the Seasonal Concessions Use Permit as represented by two original dually signed permit and a medallion permit, the applicant, at no expense to the City, shall obtain and file with the Seattle Parks and Recreation Department that must meet the minimum requirements stated herein:

All insurance policies (1) shall be subject to approval by the City's Risk Management Department as to company, form and coverage; (2) shall be primary to and non-contributory with all other insurance and self-insurance maintained by the City, and (3) must protect the City from any and all claims and risks in connection with any activity performed by the applicant by virtue of this permit or any use and occupancy of the Premises authorized by this permit (4) additional requirements listed below.

A City Park Concession Use Permit will not be issued until the insurance has been approved by the Seattle Parks and Recreation staff and/or Risk Management.

1. **Commercial General Liability.** Written on an insurance industry standard occurrence form (CG 00 01 10 01 or equivalent) with:
 - Premises/Operations Liability
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual Liability
 - Independent Contractors Liability (if applicable)
 - Stop Gap or Employers Contingent Liability (if applicable)
 - Owned and Non-Owned Watercraft (if applicable)
2. **Fire Performance & Pyrotechnics.** Where liability insurance is required by any section of the Seattle Fire Code, or as a permit condition for any controlled hazardous activity, including pyrotechnic activities, with an approved permit from City of Seattle Fire Marshal: Minimum limits **\$2,000,000** CSL per occurrence and annual aggregate with no deductible. The Fire Chief or the Fire Chief's authorized representative may increase or decrease these amounts.
3. **Motorized and/or power supported tool and equipment activities,** including chainsaws, hydraulic lifts, drilling augers, bucket lifts, and other items: Minimum limits **\$2,000,000** CSL per occurrence.
4. **Motorized individual participant activities, including** motorcycles, jet skis, powered model cars, boats and planes, and non-standard personal car activities: Minimum limits **\$2,000,000** CSL per occurrence.
5. **Motorized and motor assisted carnival type rides,** bungee jumps, trampolines, orbital rides, and related rides and attractions commonly associated with a fair or carnival: Minimum limits **\$5,000,000** CSL per occurrence.
6. **Valet Parking.** Requires Commercial General Liability or Garage Liability (with limits as per paragraph 1.) with Garage Keepers Legal Liability limits of not less than \$150,000 each vehicle/\$500,000 per location for ACV Comprehensive and Collision to insure vehicles in the care, custody or control of the valet. Deductible shall not exceed \$500.
7. **Volunteers Commercial insurance** provisions must be documented for all Volunteers, with minimum limit of \$25,000 per person Medical/AD&D, and personal liability with a minimum limit of \$100,000 per person. Volunteers driving in the course of their activity must have current liability insurance that meets the State of Washington statutes. Permit holders are encouraged to require, or provide, excess liability insurance for their volunteer drivers.

CITY OF SEATTLE SEASONAL CONCESSIONS PERMIT INSURANCE REQUIREMENTS

8. Workers' Compensation. The permit holder shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The permit holder shall be responsible for Workers' Compensation Insurance for any subcontractor it may use or hire for purposes of this permit activity. If the permit holder's activities require working on or around a navigable waterway the permit holder shall provide evidence of the United States Longshore and Harbor Workers (USL&H) if necessary to be in compliance with Federal Statutes. The permit holder shall assume all risk of damage to the activity site and its property, injury to its officers, directors, agents, contractors, or invitees, in or about the activity premises from any cause, and waives all claims against the City. The permit holder also waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance of the Revised Code of Washington.

9. Competitive Athletic Events (Running, Swimming, etc...) - Participant Medical Coverage. All participants must sign indemnification agreements holding the City of Seattle, its employees, officers, officials, volunteers, and agents, harmless from all claims related to or resulting from the participant's activities and resulting injuries or death. Otherwise, each participant must be covered under commercial insurance coverage providing not less than **\$25,000** per person Medical/AD&D limits of insurance.

10. Other Provisions. All insurance coverage provisions, and limits, may be revised or increased by the City's Risk Manager to reflect risk exposure. All insurance policies and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the permit. All deductibles or self-insured retentions are the responsibility of the permit holder but must be disclosed and are subject to approval by the City's Risk Manager.

11. The following documents must be provided as evidence of insurance coverage:

A signed Certificate of Insurance, showing the policy numbers, ISO form numbers, any deductible or self-insured retention, effective dates, limits of liability sorted by required coverage type, name and dates of events. Specific or unusual exposure coverage required AND by the permit should be stated. Certificate holder must be "The City of Seattle."

AND

12. Copy(ies) of the actual endorsement(s) naming the "City of Seattle" as an Additional Insured, showing the policy number and signed by an authorized representative of the insurance company, on ISO form CG 20 26 or equivalent for CGL and Pyrotechnic Liability and ISO form CA 20 48 or equivalent for Business Auto liability. Primary and Non-Contributory Limits must apply.

PLEASE DO NOT MAIL ORIGINALS – However, certificate holder can be listed as follows for cancellation notification:

The City of Seattle
Seattle Parks and Recreation
300 Elliott Ave W, Suite 100
Seattle, WA 98119

NOTE:

All insurance documents are due prior to permit issuance and may take 2-4 weeks to process.