

CITY OF AUSTIN - CORPORATE RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS FOR PARK EVENTS and/or PERMITS
PROVIDE THIS DOCUMENT TO YOUR INSURANCE AGENT

Required of all Special Events, Permit Requestors, or as required by rental agreement. The REQUESTOR shall carry insurance in the types and amounts indicated below for the **duration of the PERMIT/ AGREEMENT**. Others providing services for this event may also be required to provide insurance as identified by the description of their services. **Requestor means:** applicant, organizer, renter, permit applicant, and/or contractor as notated in the relevant application.

Standard Insurance Requirements

(See Page 2 for: Certificate & Policy Requirements, Name and Address of City, etc.)

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). The policy shall contain the follow provisions:

- A. Products and Completed Operations with a minimum limit of \$500,000
- B. Damage to Premises Rented to You or Fire Legal Liability with a minimum limit of \$50,000
- C. Independent Contractors coverage

Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence.

Additional Insurance Requirements

(dependent on requested activities as required by PARD)

Liquor Legal Liability (ALCOHOL): If CONTRACTOR is **PERMITTED** and granted permission to sell or distribute alcoholic beverages, coverage for **Liquor Legal Liability** with a limit of \$500,000 shall also be provided. THIS IS REQUIRED AT ALL PUBLIC EVENTS.

Watercraft Liability Insurance: Watercraft liability insurance with a minimum combined single limit of \$500,000 per accident. Coverage must apply for bodily injury and property damage arising out of the maintenance, use, and operation of any watercraft.

Moonwalks/ Rockwalls/Other Approved Amenities: Operators must provide coverage insuring the owner/operator against liability arising out of the use of the amusement ride/device:

- (A) For Class B continuous air-flow inflatables, the minimum combined single limit is **\$1,000,000 per occurrence**.
- (B) For Class B amusement rides, the minimum limits are as **\$1,000,000 bodily injury** and **\$500,000 property damage per occurrence**; or a combined single limit of **\$1,500,000 per occurrence**.

Pyrotechnics/Fireworks: Contact the Austin Fire Department for specifications.

Aircraft/UAVs/Drones: Contact ABIA for motorized flight/aviation insurance specifications.

Professional Liability Insurance: Professional Liability Insurance Coverage. At a minimum limit of \$100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this permit.

- **Examples required for:** commercial fitness groups, select contract instructors based on risk, movement based instruction, or similar situations.

Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- If a **sole proprietor**, then Worker's Compensation and Employers' Liability Insurance, does not apply to you. You will prepare a letter to place on your company letterhead, sign, date, and return to PARD. The letter documents for PARD that you are a sole proprietor and therefore do not need worker's compensation insurance. However, if you have employees performing services, this insurance is required.
- **Examples required for:** commercial fitness groups, select contract instructors based on risk, concessions, movement based instruction, or similar situations.

Insurance Certificate & Policy Provisions, Specifications, and Requirements:

All required policies* shall be endorsed and certificates **shall reflect the following:**

- A. City of Austin listed as additional insured
(not required on Workers Compensation and Employer's Liability Insurance).
- B. Waiver of Subrogation in favor of the City of Austin.
- C. 30 day Notice of Cancellation in favor of the City of Austin.

**The above endorsement requirements do not apply to Professional Liability Insurance*

ALL ENDORSEMENTS naming the **CITY** as Additional Insured, granting Waivers, and providing Notice of Cancellation, as well as all Certificates of Insurance **shall indicate:**

**City of Austin, ATTN: Parks and Recreation Department
P.O. Box 1088
Austin, Texas 78767**

The REQUESTOR must complete and forward the CITY standard certificate of insurance to the CITY before the PERMIT/AGREEMENT is executed as verification of coverage required in subparagraphs above. The REQUESTOR shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the CITY. Approval of insurance by the CITY shall not relieve or decrease the liability of the REQUESTOR hereunder.

The REQUESTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the CITY and REQUESTOR, shall be considered primary coverage as applicable.

If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of the AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The REQUESTOR shall maintain coverage for the duration of this PERMIT/AGREEMENT and for a two year period following the end of this PERMIT/AGREEMENT. The REQUESTOR shall provide the CITY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the REQUESTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The REQUESTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the PERMIT/AGREEMENT or as required in the PERMIT/AGREEMENT.

The REQUESTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The CITY reserves the right to review the insurance requirements set forth during the effective period of this PERMIT/AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the REQUESTOR.

The insurance coverages required are required minimums and are not intended to limit the responsibility or liability of the REQUESTOR.