City of Austin Cultural Contract 2011-2012
Insurance Information Form

Please complete this form, **attach your revised narrative and budget and itemization**, and fax or e-mail it to the City's Risk Management Division for assessment. . Your insurance requirements will be based upon this information. Risk Management will notify your assigned contract administrator of the results of the assessment (Jesus Pantel – A thru C; or Barbara Sparks – D thru Z). Please note Certificates of Insurance must have been issued within the past 6 months. If you have any questions regarding insurance requirements please contact Carol Vance: phone: 512-974-3264, fax: 512-974-3411, e-mail: carol.vance@austintexas.gov.

DO NOT RETURN THIS TO THE CULTURAL ARTS DIVISION, THIS MAY DELAY YOUR CONTRACT!

Control Number _____

Name of Applicant _____

Name of Sponsored Group or Individual (if applicable) _____

Contact Name _____

Phone Number_____

Fax Number_____

E-mail Address_____

1. Will your activity take place in a public location or will the public be involved by attending or participating in the activities associated with this contract?	Yes ☐	No ☐	
2. Will alcoholic beverages be sold during this event(s)?	Yes ☐	No ☐	
3. If yes to #2, will your group be responsible for **hiring** someone to sell the alcoholic beverages?	Yes ☐	No ☐	N/A ☐
4. If no to #3, will your group be selling the alcoholic beverages?	Yes ☐	No ☐	N/A ☐
5. Is your group responsible for transporting any seating, props, sound, lighting or other types of equipment for the event(s)?	Yes ☐	No ☐	
6. If yes to #5, will members of your group be using their own vehicles or renting a vehicle for this transportation?	Yes ☐	No ☐	N/A ☐
7. If no to #6, will you hire someone outside of your group to provide this transportation?	Yes ☐	No ☐	N/A ☐
8. Will you be using a City facility for your activity?	Yes ☐	No ☐	
9. If yes to #8, are you using the City's reservation agreement process to reserve your space?	Yes ☐	No ☐	N/A ☐

CITY OF AUSTIN INSURANCE REQUIREMENTS

A. The Contractor and subcontractors shall carry insurance in one or all of the following types and minimum amounts for the duration of this Contract as designated by the Risk Management Department of the City of Austin. In addition, contractor and subcontractors shall furnish certificates of insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof:
    1. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $500,000 for coverages A and B. The policy shall contain medical payments coverage, contractual liability coverage, and independent contractors coverage.
    2. Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

B. In addition, certificates of insurance shall contain the proper office of the insurer, the locations and operations to which the insurance applies and the expiration date of coverage. If the insurance policy amounts are for less than the amounts listed above, the Contractor shall carry an Excess Liability Insurance policy for any differences in amounts. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage. The Contractor is responsible for all deductibles or self-insured retentions. The Contractor shall not commence work under this Contract until the required insurance has been obtained for itself and sponsored projects, if any. Insurance is to be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be acceptable by the City.

C. The Contractor shall produce an endorsement to each effected policy:
    1. Naming the City of Austin, Economic Growth & Redevelopment, Cultural Arts Division, 201 East Second Street, Austin, Texas 78701, as an additional insured (except Workers' Compensation).
    2. That provides a waiver of subrogation in favor of the City of Austin, Economic Growth & Redevelopment Department, Cultural Arts Division, 201 East Second Street, Austin, Texas 78701.
    3. That obligates the insurance company to notify the City of Austin, Economic Growth & Redevelopment Department, Cultural Arts Division, 201 East Second Street Austin, Texas 78701, AND City of Austin, Attention: Insurance Processing, 124 W. 8th Street, Ste. 310, Austin, Texas 78701of any non-renewals, cancellations or material changes.

D. That the "other" insurance clause shall not apply to the City of Austin where the City is an additional insured shown on the policy. It is intended that policies required in this agreement shall be considered primary coverage as applicable.

E. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Contract. All certificates of insurance shall include a clause to the effect that the policy shall not be canceled, renewed or material changes made without 30 days prior written notice made to the City of Austin.

F. The City reserves the right to review insurance requirements of this section during the effective period of the contract and to make reasonable adjustments to insurance coverages and limits

when deemed necessary and prudent by the City based upon changes in statutory law, court decisions or the claim history of the industry as well as the Contractor.

G. The City shall be entitled, upon request, and without expense, to receive certified copies of policies and all endorsements.

Special Provisions

- In the event the Contractor will serve liquor to individuals for entertainment purposes, the Contractor shall carry Host Liquor Liability Coverage of $500,000 per claim.
- In the event the Contractor will sell liquor, the Contractor shall carry Liquor Legal Liability or Dram Shop Act Liability Coverage of $500,000 per claim.
- Any coverage written on a claims made basis shall carry a retroactive date which coincides with the date of this Agreement. This insurance shall be maintained for the duration of this Agreement and for two years following completion of the services under this Agreement. The premium of any extended reporting period shall be paid for by the policy holder.
- Worker's Compensation and Employers' Liability Insurance if event/project will be held on a non-reservation site of the City of Austin Property. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Sec. 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. The policy shall apply to the State of Texas.
- Actual losses not covered by insurance as required by this Agreement shall be paid by the Contractor.

The Contractor is required to comply with these insurance provisions and any special provisions indicated in the Work Statement.