

## INSURANCE REQUIREMENTS

### USE OF MEMBER FACILITIES BY OUTSIDE ORGANIZATIONS

#### 1. Outside Organizations

Outside organizations, which include those groups, committees, associations, clubs, individuals or organizations whose functions or activities are NOT sponsored, controlled or regulated by the member are NOT covered by the Fund's insurance and each member should undertake the following procedures when an outside organization requests use of the facilities:

- (a) Require a Certificate of Insurance showing minimum limits of \$500,000 per loss for general liability. The certificate should name the authority as an additional insured and must be received prior to granting use of the facilities. Smaller non-profit groups should have \$300,000 minimum limits.
- (b) The outside organization should be required to sign a "Hold Harmless" Agreement which protects the authority from any liability which may occur during the time the facilities are being used. See Sample Agreement on following page.

#### 2. Contractors

When the municipality lets work to a contractor, it is expected and required the contractor provide the municipality with the following minimum amounts of insurance:

- (a) **Small Service and Repair Contractors**
  - General Liability, including Products/Completed Operations – Limit \$500,000 CSL  
Authority to be named as additional insured.
  - Auto Liability: Limit - \$500,000 CSL  
Coverage to included "Non-Owned and Hired Automobiles"
  - Workers' Compensation Insurance – statutory limits
- (b) **Larger Contractors** (Includes contractors that are doing new construction or major alterations)

Requirements same as above with exception of limits which are to be \$1 million CSL for both General and Automobile Liability

**NOTE:** No work shall be allowed to begin without proper Insurance Certificates on file with the member municipality and approved by the insurance producer. Also, refer back to Item #9.

**HOLD HARMLESS AGREEMENT**

BETWEEN THE \_\_\_\_\_

AND

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address (Not Post Office Box)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Organization Type (Individual, Partnership, Non-Profit Corporation,  
Corporation, Public Entity)

In consideration of the use of \_\_\_\_\_, on the following  
dates: \_\_\_\_\_ for the purpose of  
\_\_\_\_\_, the undersigned agrees to indemnify and hold the  
\_\_\_\_\_ and its officers, agents and employees harmless from any  
and all liability, claims, costs and Attorney's Fees arising out of the use of the property referred  
to above.

I understand that this Hold Harmless also requires that the \_\_\_\_\_ is  
indemnified from any losses or damages resulting from the acts or omissions from any guest,  
participant, visitor, or other person attending the event herein referred to. Unless waived in writing  
by the \_\_\_\_\_, I agree to furnish a Certificate of Insurance specifically naming  
the \_\_\_\_\_ as an additional insured, providing general liability, bodily  
injury and property damage coverage with minimum limits of liability not less than \$\_\_\_\_\_.

In order to induce the \_\_\_\_\_ to accept this Hold Harmless Agreement, the following information concerning the intended use of the premises is furnished:

- a. Alcoholic Beverages (will) or (will not) be served.
- b. Total number of persons anticipated is \_\_\_\_\_.
- c. Live entertainment (will) or (will not) be provided.
- d. Other \_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ as  
the binding act in deed of \_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
WITNESS