

ATTACHMENT B: INSURANCE REQUIREMENTS AND INDEMNITY FORM

_____ (Applicant / Property Owner) verifies that they will procure and maintain for the duration of the event insurance against claims for injuries to persons or damages to property which may arise from or in connection with the event by the Sponsor or Vendor(s), its directors, officers, agents, employees, volunteers, or contractors in the amounts specified herein. The minimum insurance requirements for all event vendors will be:

Commercial General Liability – Certificate of Insurance (Form ACORD 25 – revised 5/2010 or any replacement thereof). Per Occurrence: \$1,000,000; Personal & Advertising Injury: \$1,000,000; Products/Completed Ops.: \$1,000,000; Damage to Rented Premises: \$300,000; Medical Expense: \$5,000 any one person.

General Aggregate Limits Vary Depending on Size, Location and Type of Event: Minimum Limits for this coverage will be \$2,000,000. In addition to these minimum requirements, the City of Cottonwood may require additional coverage to be provided by the event sponsor and/or vendor(s), based upon the type of event, with the following minimum limits:

- **Automobile Liability – Including Owned, Hired and Non-owned Vehicles.** Combined Single Limit Per Accident \$1,000,000 (Bodily Injury and Property Damage).
- **Workers Compensation-Statutory Employer Liability.** Each Accident \$100,000; Disease – Each Employee \$100,000; Disease – Policy Limit \$100,000
- **Liquor Liability:** Limits vary depending on size, location and type of event minimum limits for this coverage will be \$1,000,000 additional amounts may be required, depending on event.

INDEMNIFICATION OF CITY AGAINST LIABILITY

_____ (Applicant / Property Owner) agrees to indemnify, defend, save and hold harmless the City of Cottonwood, and any jurisdiction or agency issuing permits for any work included in the event, and their respective departments, directors, officers, officials, agents, employees, volunteers and contractor (hereinafter referred to as Indemnitee) from and against any and all claims, demands, actions, liabilities, damages, losses or expenses, including court costs, attorney's fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as "Claims") for personal and bodily injury (including death) or property damage caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Sponsor and/or Vendor or any of Sponsor's and or Vendor's directors, officers, agents, volunteers, employees or contractors. This indemnity includes any claim or amount arising or recovered under Workers' Compensation Law or arising out of the failure of the Sponsor and/or Vendor(s) to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Sponsor and/or Vendor(s) from and against any and all Claims to the fullest extent of the law. It is agreed that Sponsor and/or Vendor(s) will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

WRITTEN AGREEMENT

As a condition of receiving the permit that I am applying for hereunder, and prior to obtaining that permit and exercising any of the rights and privileges conferred thereunder, I understand and agree that I must obtain and furnish to the City written evidence of the types and amounts of insurance coverage required by the City, including endorsements naming the City as an additional insured, and waiving subrogation against the City.

Signature of Authorized Special Event Sponsor and/or Vendor

Date Signed