

INSURANCE REQUIREMENTS - OUTDOOR DINING/RETAIL LICENSE AGREEMENTS

Licensees shall obtain and maintain insurance acceptable to the City of Novato with an insurer with a Best Rating of no less than A: XIII. The required documentation of such insurance shall be furnished to the City at the time of execution of a License Agreement and upon each annual renewal of the agreement. The following policies of insurance must be maintained at all times during the term of the License Agreement:

- Worker's Compensation insurance to cover Licensee's employees as required by the Labor Code of the State of California. Licensee shall also cause all contractors, subcontractors and suppliers performing work in the License Area to also provide Worker's Compensation coverage for all contractors, subcontractors and supplier's employees. All Worker's Compensation policies shall be endorsed with the provision that it will not be cancelled without first giving notice to the City of Novato. All policies shall include the following language: *"All rights of subrogation are hereby waived against the City of Novato, its officials, officers and employees when acting within the scope of their appointment or employment."*
- Commercial General Liability (CGL) insurance including bodily injury and property damage insurance for all activities of the Licensee, it's officers, partners, directors, employees, and agents, arising out of or in connection with the License Agreement or the use of the public right-of-way and License Area, written on a CGL form, including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than One Million Dollars (\$1,000,000.00) combined, single limit personal injury and property damage for each occurrence. All CGL insurance and property damage insurance shall insure performance by Licensee of the indemnification in the License Agreement. Each policy shall be enforced with the following language:
 - (1) The City of Novato is named as an additional insured for all liability arising out of the work/operations by or on behalf of the named insured, and this policy protects the additional insured, its officials, officers, employees and agents against liability for personal injury, death or property damage or destruction arising in any respect, directly or indirectly, in the performance of the License Agreement.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
 - (3) The insurance provided herein is primary and no insurance held or owned by the City of Novato shall be called upon to contribute to a loss.
 - (4) The coverage provided by this policy shall not be cancelled without thirty (30) days prior written notice given to the City of Novato.
- Each policy, or a certificate of the policy, shall be deposited with the City of Novato upon execution of the License Agreement and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.
- Licensee shall provide proof of insurance by completing and submitting signed certificates and endorsements on forms acceptable to the City, with language at least as broad as ISO Forms **CG 20 10 11 85** or **CG 20 10 10 01 & CG 20 37 10 01** as well as **CG 20 01 04 13**.