

## INSURANCE REQUIREMENTS

Insurance shall be carried in the types and amounts indicated below for the duration of the Event Period, as indicated in the Facility Use Agreement for use of Austin Public Library facilities. The Named Insured (policy holder) shown on the insurance certificate must be the same entity (the Client) that entered into the Facility Use Agreement.

It is the Client's responsibility to acquire insurance certificate(s) from Vendor(s) that will provide goods/services for the Event. Be sure to share the Vendor insurance requirements and confirm Vendor's ability to issue required insurance certificates **before** contracting with them.

### CLIENT EVENT INSURANCE

**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) and B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$500,000. The policy shall contain the following provisions and endorsements in favor of the City of Austin:

- Damage to Premises Rented to You with a minimum limit of \$50,000;
- Additional Insured, form CG 2010, or equivalent;
- Waiver of Subrogation, endorsement GC2404, or equivalent; and
- 30 day Notice of Cancellation, form CG 0205, or equivalent.

### VENDOR INSURANCE

**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) and B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$500,000. The policy shall contain the following provisions and endorsements in favor of the City of Austin:

- Damage to Premises Rented to You with a minimum limit of \$50,000;
- Independent Contractors coverage;
- Additional Insured, form CG 2010, or equivalent;
- Waiver of Subrogation, endorsement GC2404, or equivalent; and
- 30 day Notice of Cancellation, form CG 0205, or equivalent.

**This includes businesses providing services pro bono.**

### FOR LOADING DOCK ACCESS

Loading Dock access is **restricted**. Personal automobile insurance will not be accepted. Any Client or Vendor requesting permission to access the loading dock during the Event Period must provide the following:

**Business 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. The policy shall contain the following endorsements in favor of the City of Austin:

- Additional Insured, form CA 2048, or equivalent;
- Waiver of Subrogation, form CA 0444, or equivalent; and
- 30 day Notice of Cancellation, form CA 0244, or equivalent.

## INSURANCE CERTIFICATE & POLICY PROVISIONS, SPECIFICATIONS & REQUIREMENTS

All Certificates of Insurance must be emailed directly to your designated Event Coordinator or to [APLrental@austintexas.gov](mailto:APLrental@austintexas.gov) at least **thirty calendar days** prior to the event. Failure of Client or Vendor(s) to provide timely proof of required insurance coverage can result in event cancellation or denial of loading dock access.

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 - Austin Public Library**  
**ATTN: Event Services**  
**P.O. Box 2287**  
**Austin, Texas 78768**

No Client/Vendor shall commence work onsite until the required insurance has been reviewed / approved by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Client/Vendor.

All Client/Vendor insurance coverage must be written by companies licensed to do business in the State of Texas 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 the Client/Vendor, 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 Client/Vendor shall maintain coverage for the duration of the Agreement.

If insurance policies are not written for amounts specified herein, the Client/Vendor 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 Client/Vendor shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies.

The Insurance coverages required are minimums and are not intended to limit the responsibility or liability of the Client/Vendor.

**TERMS & DEFINITIONS****CERTIFICATE OF INSURANCE**

A form provided by the agent or the carrier that outlines the insurance coverage(s) provided for a specific entity. This form is NOT a legal document but is the most common method of providing proof of insurance.

**ENDORSEMENTS**

An addendum to an insurance policy that changes the original policy provisions in some fashion. Endorsements may serve any number of functions, including broadening or restricting coverage. Endorsements are like contract amendments, they change the original terms of the agreement.

**ADDITIONAL INSURED ENDORSEMENT**

Endorsement used to add insured status for a person or organization other than the policy holder. There are many different additional insured endorsements offered. The City requires an additional insured endorsement that provides defense costs for the City if a lawsuit is filed against the insured and the City for a negligent act, error or omission of the insured.

**SUBROGATION**

A carrier's right to recover money, which it has paid out for a covered loss from the entity legally liable for the loss. Every insurance policy contains a subrogation clause, which allows the carrier to subrogate its losses. Example: You are involved in an auto accident caused by someone else, your auto carrier pays for the repairs to your car. The carrier then subrogates against the person who caused the accident to recover what they have paid for your repairs.

**WAIVER OF SUBROGATION ENDORSEMENT**

Endorsement that states the carrier will NOT subrogate against the specific entity shown on the endorsement for recovery of money that the carrier has paid out for a covered loss. In this endorsement, the carrier waives its right to subrogate. This endorsement is also referred to as the "Transfer of Rights of Recovery Against Other to Us".

**THIRTY-DAY NOTICE OF CANCELLATION**

Endorsement that requires the carrier to notify the City of Austin thirty days prior to cancelling the coverage provided by the policy. By law, the carrier retains the right to cancel in 10 days if the reason for the cancellation is non-payment of premium. This information is included in the language of the endorsement.