CITY OF SEATTLE
PARK USE PERMIT INSURANCE REQUIREMENTS

INSURANCE IS DUE 30 DAYS BEFORE DATE OF EVENT

SEND CERTIFICATION WITH ADDITIONAL INSURED CERTIFICATE AND FORM CG 20 12 *OR* CG 20 26
TO: parkusepermits@seattle.gov

BASIC PERMIT REQUIREMENTS

- **CGL LIMITS $1,000,000 CSL PER OCCURRENCE.**
- **30 DAY PRIOR WRITTEN NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM.**
- **"CITY OF SEATTLE" NAMED AS AN "ADDITIONAL INSURED" UNDER A FORM # CG 20 12, CG 20 26, FOR PRIMARY AND NON-CONTRIBUTORY LIMITS.** NOTE: THE PERMIT HOLDER DOES NOT LEASE OR RENT PREMISES FROM, OR PERFORM WORK FOR, THE CITY AND A PERMIT IS NOT A WRITTEN AGREEMENT. ADDITIONAL INSURED LANGUAGE WITH THESE RESTRICTIONS CANNOT BE APPROVED.
- **INCLUDE A COPY OF THE ACTUAL "ADDITIONAL INSURED" POLICY ENDORSEMENT THAT MEETS THE ABOVE REQUIREMENTS.** MUST INCLUDE POLICY NUMBER AND "CITY OF SEATTLE" UNDER SCHEDULE.
- **CERTIFICATE HOLDER:**
  *FOR NOTICE OF CANCELLATION PURPOSES ONLY! **DO NOT MAIL** CERTIFICATION TO THE CITY. SEE GREEN BOX ABOVE FOR E-MAIL ADDRESS*

  City of Seattle
  Risk Management Division
  PO Box 94669
  Seattle, WA 98124-4669

OTHER PERMIT REQUIREMENTS

☐ **Inflatables or Pony Rides, Petting Zoos, and other animal related activities with non-standard household pets:** Minimum CGL limits $2,000,000 CSL per occurrence.

☐ **Valet Parking:** Minimum Garage Keepers Legal Liability limits of $150,000 any one vehicle/$500,000 any one loss.

☐ **Athletic Events:** All participants must sign a sponsor's indemnification releasing the City from all liability. Otherwise, minimum $5,000 medical payments limits per person for participants. Note: Coverage may be available under a City-sponsored policy for a nominal charge. Call City Risk Management for details.

☐ **Selling Liquor:** Minimum Liquor Liability limits $2,000,000 CSL per occurrence. Evidence of coverage may be submitted by a licensee. Two licensees with $1,000,000 CSL limits may combine coverages to meet this requirement.

☐ **Hosting Liquor:** Minimum Host Liquor Liability limits $1,000,000 CSL per occurrence. Evidence of coverage may be submitted by a licensee.

☐ **Motorized and/or power supported tool and equipment activities, including chainsaws, hydraulic lifts, drilling augers, bucket lifts, and other similar items:** Minimum CGL limits $2,000,000 CSL per occurrence.

☐ **Motorized individual participant activities, including motorcycles, jet skis, powered model cars, boats and planes, and non-standard personal car activities:** Minimum CGL limits $2,000,000 CSL per occurrence.

If questions or issues, call Keith Ayling at (206) 386-4531 or E-Mail keith.ayling@seattle.gov

CITY OF SEATTLE PARK USE PERMIT INSURANCE REQUIREMENTS

The City of Seattle requires that all Park Use Permits be supported by evidence of insurance coverage for the term of the permit. Prior to commencing any of the activities approved by a Park Use Permit, the applicant, at no expense to the City, shall obtain and file with the City's Risk Management Department **no less than 15 days prior to the event** that must meet the minimum requirements stated below. All insurance policies (1) shall be subject to approval by the City's Risk Management Department as to company, form and coverage; (2) shall be primary to and non-contributory with all other insurance and self-insurance maintained by the City, and (3) must protect the City from any and all claims and risks in connection with any activity performed by the applicant by virtue of this Agreement, or any use and occupancy of the Premises authorized by this Agreement. **Non-Admitted Insurers must have surplus lines stamp on certificate or certificate must have copy of surplus lines stamped declarations page attached.** A City Park Use Permit will not be issued until the insurance has been approved by the City's Risk Management Department.

1. **Commercial General Liability.** Written on an insurance industry standard occurrence form (CG 00 01 10 01) or equivalent with:
   - Premises/Operations Liability
   - Products/Completed Operations
   - Personal/Advertising Injury
   - Contractual Liability
   - Independent Contractors Liability (if applicable)
   - Stop Gap or Employers Contingent Liability (if applicable)
   - Liquor Liability/Host Liquor Liability (if applicable)
   - Owned and Non-Owned Watercraft (if applicable)

   Minimum limit of liability shall be **$1,000,000** Combined Single Limit Bodily and Property Damage (CSL) each occurrence **except**:

   - **Where liability insurance is required by any section of the Seattle Fire Code, or as a permit condition for any controlled hazardous activity, including pyrotechnic activities, with an approved permit from City of Seattle Fire Marshal:** Minimum limits **$2,000,000** CSL per occurrence and annual aggregate with no deductible. The Fire Chief or the Fire Chief's authorized representative may increase or decrease these amounts.

   - **Liquor Liability Insurance, with an approved permit from Washington State Liquor Control Board:** Minimum limits **$2,000,000** CSL each occurrence (applies to liquor sales).

   - **Host Liquor Liability Insurance, with an approved banquet permit from Washington State Liquor Control Board;** Minimum limits **$1,000,000** CSL each occurrence (applies to hosted liquor, no sales)

   - **Pony Rides, Petting Zoos, and other animal related activities** with non-standard household pets, **or for inflatables:** Minimum limits **$2,000,000** CSL per occurrence.

   - **Motorized and/or power supported tool and equipment activities, including chainsaws, hydraulic lifts, drilling augers, bucket lifts, and other items:** Minimum limits **$2,000,000** CSL per occurrence.

   - **Motorized individual participant activities**, **including motorcycles, jet skis, powered model cars, boats and planes, and non-standard personal car activities:** Minimum limits **$2,000,000** CSL per occurrence.

   - **Motorized and motor assisted carnival type rides, bungee jumps, trampolines, orbital rides, and related rides and attractions commonly associated with a fair or carnival:** Minimum limits **$5,000,000** CSL per occurrence.

2. **Auto Liability.** If vehicles are used for other than nominal and standard commute purposes, a policy of Business Automobile Liability, on an insurance industry standard form (CA 00 01) or equivalent including

coverage for owned, non-owned, leased or hired vehicles, or equivalent coverage. Minimum limit of insurance shall be **$500,000** CSL per occurrence.

3. **Valet Parking.** Requires Commercial General Liability or Garage Liability (with limits as per paragraph 1.) with Garage Keepers Legal Liability limits of not less than **$150,000** each vehicle/**$500,000** per location for ACV Comprehensive and Collision to insure vehicles in the care, custody or control of the valet. Deductible shall not exceed $500.

4. **Volunteers.** Commercial insurance provisions must be documented for all Volunteers, with a minimum limit of **$25,000** per person Medical/AD&D, and personal liability with a minimum limit of **$100,000** per person. Volunteers driving in the course of their activity must have current liability insurance that meets the State of Washington statutes. Permit holders are encouraged to require, or provide, excess liability insurance for their volunteer drivers.

5. **Workers' Compensation.** The permit holder shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The permit holder shall be responsible for Workers' Compensation Insurance for any subcontractor it may use or hire for purposes of this permit activity. If the permit holder's activities require working on or around a navigable waterway the permit holder shall provide evidence of the United States Longshore and Harbor Workers (USL&H) if necessary to be in compliance with Federal Statutes. The permit holder shall assume all risk of damage to the activity site and its property, injury to its officers, directors, agents, contractors, or invitees, in or about the activity premises from any cause, and waives all claims against the City. The permit holder also waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance of the Revised Code of Washington.

6. **Competitive Athletic Events (Running, Swimming, etc…) - Participant Medical Coverage.** All participants must sign indemnification agreements holding the City of Seattle, its employees, officers, officials, volunteers, and agents, harmless from all claims related to or resulting from the participant's activities and resulting injuries or death. Otherwise, each participant must be covered under commercial insurance coverage providing not less than **$25,000** per person Medical/AD&D limits of insurance. In some instances, a waiver reducing required limits to **$5,000** per person will be available. Coverage may be available under a City-sponsored policy for a nominal charge. Call City Risk Management for details.

7. **Other Provisions.** All insurance coverage provisions, and limits, may be revised or increased by the City's Risk Manager to reflect risk exposure. All insurance policies and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the permit. All deductibles or self-insured retentions are the responsibility of the permit holder but must be disclosed and are subject to approval by the City's Risk Manager.

8. **The following documents must be provided as evidence of insurance coverage:**
   - A signed Certificate of Insurance, showing the policy numbers, ISO form numbers, any deductible or self-insured retention, effective dates, limits of liability sorted by required coverage type, name and dates of events. Specific or unusual exposure coverage required by the permit should be stated. Certificate holder must be "The City of Seattle."

     AND

   - Copy(ies) of the actual endorsement(s) naming the "City of Seattle" as an Additional Insured, showing the policy number and signed by an authorized representative of the insurance company, on ISO form CG 20 26 or equivalent for CGL and Pyrotechnic Liability and ISO form CA 20 48 or equivalent for Business Auto liability. Primary and Non-Contributory Limits must apply.

NOTE: All insurance documents are due not less than thirty (30) days prior to the event. Late submittals may not be approved in time to issue a permit.

PLEASE DO NOT MAIL ORIGINALS – However, certificate holder can be listed as follows for cancellation notification:

City of Seattle
Risk Management Division
PO Box 94669
Seattle, WA 98124-4669

Contact Information for Questions or Issues FROM BROKERS: Keith Ayling
Office Phone: (206) 386-4531 ▪ E-Mail: keith.ayling@seattle.gov ▪ M-F, 8:30 AM - 5:00 PM Pacific Time

PARK USE PERMITS CANNOT BE ISSUED WITHOUT APPROVED INSURANCE.

CITY OF SEATTLE PARK USE INDEMNIFICATION OBLIGATIONS

A. Permittee's Obligation: Permittee shall indemnify, defend, and hold the City, its elected officials, officers, employees and agents harmless from any and all claims, actions, suits, proceedings, damages, costs, and expenses (including reasonable fees of attorneys and paralegal assistants) whatsoever arising out of the use and occupation of the public premises authorized by this Permit and any act or omission of the Permittee or any of its officers, employees, agents, licensees, subpermittees or the invitees of any of the same (hereinafter collectively referred to as "actors") including patent, trademark and copyright infringement; or arising out of or relating to any concurrent act or omission of any of the above-referenced actors and the City or any City officer, elected official, employee or agent; Provided, that nothing herein shall be construed as requiring the Permittee to indemnify the City against liability for bodily injury or damage to property caused by or resulting from the sole negligence of the City or of any of its officers, elected officials, employees, or agents. The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Permit.

B. City's Obligation: Except as provided under Subsection C hereof, the City shall indemnify and hold harmless the Permittee and its officers, employees and agents from any and all claims, actions, suits, proceedings, damages, costs, and expenses (including reasonable fees of attorneys and paralegal assistants) claimed by any person or entity and arising out of the sole negligence of the City or of any City officer, elected official, employee or agent under this Permit.

C. Indemnification Regarding Any Alteration, Addition, or Improvement Attached to Real Estate: Where any bodily injury or damage to property results from or arises out of any construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, the indemnification provided pursuant to Subsections A and B hereof shall be limited to the extent of the indemnitor's negligence.