

City of Seattle Special Event Permit Insurance Requirements

Insurance is due 30 days
prior to event date

REQUIRED EVIDENCE OF INSURANCE SHOULD BE EMAILED TO: specialeventsoffice@seattle.gov or faxed to 206-684-0379

PERMIT INSURANCE REQUIREMENTS

- CGL LIMITS \$1,000,000 CSL (per occurrence)
- “CITY OF SEATTLE” named as “ADDITIONAL INSURED” under a **FORM #CG 20 12, CG 20 26 or EQUIVALENT, FOR PRIMARY AND NON-CONTRIBUTORY LIMITS**. NOTE: Permit holder does NOT lease or rent premises from, or perform work for the City of Seattle, and a “Permit” is NOT a “written contract or agreement”. Additional insured language with these restrictions cannot be approved.
- **INCLUDE A COPY OF THE ACTUAL “ADDITIONAL INSURED” POLICY ENDORSEMENT** that meets above requirements – must include policy number and “City of Seattle” under schedule.
- **CERTIFICATE HOLDER:** **DO NOT MAIL Certification - See above for email address or fax number.**
City of Seattle – Risk Mgt. Div.
PO Box 94669
Seattle, WA 98124-4669
- **30 DAY PRIOR WRITTEN NOTICE OF CANCELLATION (except 10 days for non-payment of premium).**

ADDITIONAL INSURANCE 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.
- **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 CGL limits \$5,000,000 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.
- **Pyrotechnics:** Display Permit must be obtained From Fire Marshal with minimum Pyrotechnic Liability limits of \$2,000,000 CSL per occurrence. Evidence of coverage may be submitted by display fireworks contractor.
- **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.

NOTE: All insurance documents are due no less than thirty days prior to the event.

Late submittals may not be approved in time to issue a permit.

SPECIAL EVENT PERMITS CANNOT BE ISSUED WITHOUT APPROVED INSURANCE.

REFER TO THE FOLLOWING PAGES WITH SPECIAL EVENT PERMIT INSURANCE REQUIREMENTS FOR FULL DETAILS

CITY OF SEATTLE SPECIAL EVENT PERMIT - INSURANCE REQUIREMENTS

The City of Seattle requires that all Special Event Permits be supported by evidence of insurance coverage for the term of the permit. Insurance for a “constitutionally protected event may be waived if (1) the City’s Risk Manager or designee determines that the planned event does not present a substantial or significant public liability or property damage exposure for the City or its officers and (2) the applicant agrees to indemnify the City as contained in Paragraph C, below (under CITY OF SEATTLE SPECIAL EVENT PERMIT - INDEMNIFICATION OBLIGATIONS). Prior to commencing any of the activities approved by a Special Event Permit, the applicant, at no expense to the City, shall obtain and file with the City's Risk Management Department no less than **30 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 Special Event 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.
- **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 **\$1,000,000** 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.

CITY OF SEATTLE SPECIAL EVENT PERMIT - 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. 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.

- C. Indemnification Regarding Constitutionally Protected Events: The Permittee shall indemnify and hold the City harmless from any and all claims, damages, expenses, loss or liability for which permittee is responsible under law resulting from willful or negligent acts or omissions of permittee, its officers, agents, or employees in connection with the permitted event or activity.

In the event that any lawsuit based upon any such claim, action, loss, damage or cost is brought against the City where the sole basis of the City's liability is the granting of this permit, the Permittee, after being notified that such lawsuit has been started, shall defend such lawsuit at no expense to the City; and if, in such lawsuit, a final judgment is rendered against the City, or against the City and the Permittee, jointly, the Permittee shall promptly satisfy such judgment.

The Permittee's liability under this indemnification provision shall not be reduced by any City negligence; provided, that nothing shall require the Permittee to indemnify the City against the negligence of any City officer, employee or agent acting within the scope of such person's employment."

THIS PERMIT SHALL BE TEMPORARY AND SUBJECT TO REVOCATION BY THE CITY'S SPECIAL EVENTS COMMITTEE CHAIR

Updated 3/7/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C. No. Ext):	FAX (A/C. No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	<input type="checkbox"/> _____						PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> _____						GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

State Or Political Subdivision:

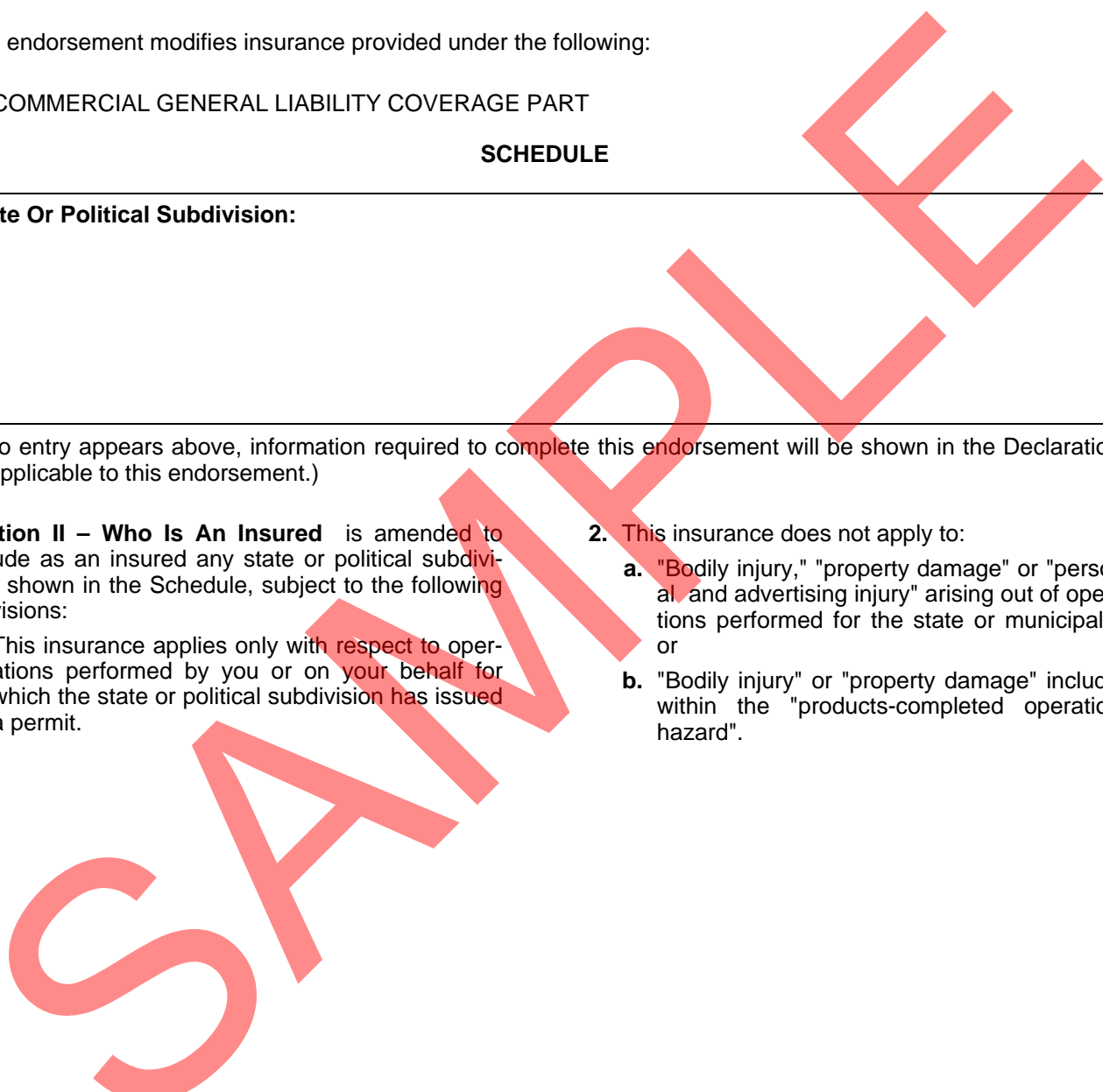
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.