



Special Event

Hold Harmless Agreement and Release of Liability

Name of Special Event

Date(s) of Special Event

Name of Sponsoring Individual(s) or Organization

Address

Telephone Number

_____ (hereafter referenced as "Sponsoring Individual" or "Organizer") agree(s) to indemnify, defend at its own expense, and hold harmless the City of Salinas, its officials, officers, employees, agents, volunteers, and representatives from and against any and all losses, liability, claims, actions, causes of action, demands, lawsuits, expense(s) and cost(s), including reasonable attorney fees, arising out of or in any way connected or related to the above-referenced Special Event, including whether caused in whole or in part by any act or omission of Organizer or any of Organizer's vendors or subcontractors or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence, gross negligence, or willful misconduct of the City. Organizer shall meet the Insurance Requirements of Exhibit A hereto but any minimums specified shall not relieve or reduce Organizer's indemnification obligations hereunder.

I intend my signature below to be a complete and unconditional release of all liability, and for such release to be as broad and inclusive as permitted by the laws of the State of California.

AUTHORIZED REPRESENTATIVE

(To be completed by individuals representing an organization or group)

I, _____, represent and warrant that I have the authority, right, and power to enter into this Hold Harmless Agreement and that I have obtained any and all consents, powers, and authorities, necessary to permit me to enter into this Hold Harmless Agreement and Release of Liability on behalf of _____ and to bind this individual/organization.

Organizer

Signature

Date

Printed Name

Insurance Requirements

Organizer shall procure and maintain, at Organizer's sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the special event, use of property and facilities, and the activities of the Organizer and Organizer's guests, attendees, agents, representatives, employees, volunteers, vendors, or contractors/subcontractors.

MINIMUM SCOPES AND LIMIT OF INSURANCE

Commercial General Liability ("CGL"): Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering Commercial General Liability ("CGL") on an occurrence basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the special event project/location (Insurance Services Office 'ISO' CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If Organizer utilizes volunteers, Organizer shall provide evidence of coverage respecting the same.

Workers' Compensation Insurance: If Organizer employs others for the event; Organizer shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance with a limit of no less than \$1,000,000 per occurrence. If requested, Organizer shall provide an endorsement waiving subrogation against the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy. Organizer shall provide an additional insured endorsement to the City. General liability coverage can be provided in the form of an endorsement to the Organizer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

Organizer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Organizer's insurance and shall not contribute with it.

Waiver of Subrogation

Organizer hereby grants to City a waiver of any right to subrogation, which any insurer of said Organizer may acquire against the City by virtue of the payment of any loss under such insurance. Organizer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Verification of Coverage

Organizer shall furnish the City with original certificates and endorsement(s) effecting coverage. All certificates and endorsements are to be received and approved by the City in the time frame specified by City before the event. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required herein, at any time.

Notice of Cancellation

Each insurance policy required shall provide that coverage shall not be canceled, except with notice to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-, unless otherwise acceptable to the City, and exception may be made for the State Compensation Insurance Fund for Workers' Compensation Insurance.

Availability of Limits

Any deductible or self-insured retention must be identified and approved by the City. In the event either is deemed to be too great, the City may require Organizer to have Organizer's insurer eliminate or reduce it. If Organizer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Organizer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Liquor Liability

If Organizer will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Organizer is using a caterer or other vendor (hereafter either is "Vendor") to supply alcohol that vendor must have liquor liability coverage. If Organizer intends to sell alcohol either the Organizer or Vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowner's Insurance

In some cases the Organizer's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Organizer should provide these requirements to his or her agent to confirm and provide verification to the City.

Special Events Coverage

As an informational courtesy to Organizers, a list of special events brokers and/or insurers is located on the City of Salinas public website.

Special Risks or Circumstances

City reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.