

**CITY OF CARPINTERIA**

**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS  
For  
SPECIAL EVENTS**

**Special Event:** \_\_\_\_\_

**Scheduled for:** \_\_\_\_\_

**INDEMNIFICATION**

\_\_\_\_\_, shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the or his agents or employees or other independent directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the CITY.

EVENT SPONSOR shall notify CITY immediately in the event of any accident or injury arising out of or in connection with the permitted activity/event.

**INSURANCE**

Without limiting the EVENT SPONSOR indemnification of the CITY, EVENT SPONSOR shall procure the following required insurance coverage at its sole cost and expense. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+: VIII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the CITY. Such insurance coverage shall be maintained during the term of the permitted activity/event. Failure to comply with the insurance requirements shall place EVENT SPONSOR in default. EVENT SPONSOR shall provide a certified copy of any insurance policy to the CITY within ten (10) working days of scheduled event.

**1. General Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of EVENT SPONSOR and shall include contractual liability coverage for this Agreement between CITY and EVENT SPONSOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles, which are operated on behalf of EVENT SPONSOR pursuant to EVENT SPONSOR activities hereunder. CITY, its officers, employees, and agents shall be named as Additional Insured on any policy. A copy of the endorsement evidencing that the CITY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the CITY has other

valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

EVENT SPONSOR shall submit to the office of the designated CITY representative certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to any related permit becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated CITY representative, as a condition precedent to any permitted activity/event. The approval of insurance shall neither relieve nor decrease the liability of the EVENT SPONSOR.

2. A signed copy of this Agreement shall be submitted to the City of Carpinteria, Department of Public Works, 5775 Carpinteria Avenue, Carpinteria, California, 93013 prior to the event for which permission is requested.

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Applicant Representative

Date