

**IR 6.0 SERVICE PROGRAM PROVIDERS
(PARKS & RECREATION, LIBRARY, ETC.)
City of Appleton
Insurance Requirements**

Program: _____

The Service Provider shall not commence work on this program until proof of insurance required has been provided to the applicable department before the agreement is considered for approval by the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire program is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability (if applicable), Personal and Advertising Injury, with the following minimum limits and coverage:

- Each Occurrence limit \$1,000,000
- Personal and Advertising Injury limit \$1,000,000
- General Aggregate limit \$2,000,000
- Product Liability (if food or drink will be sold by the service provider),
each occurrence limit..... \$1,000,000
- Fire Damage limit — any one fire \$50,000
- Medical Expense limit — any one person \$5,000

Automobile Liability

If the service provider and/or their employees and/or agents will be operating a personal, business, leased or rental vehicle on City of Appleton premises, the form under Exhibit B must be completed and submitted to the City of Appleton prior to the commencement of the program.

If the service provider and/or their employees and/or agents will be transporting one or more program participants in a personal, business, leased or rental vehicle, the following is required: auto liability coverage with a minimum limit of \$1,000,000 combined single limit per accident for bodily injury and property damage. Proof of this coverage must be submitted to the City of Appleton prior to the commencement of the program.

Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with \$100,000 Each Accident / \$500,000 Disease Policy Limits / \$100,000 Disease – Each Employee or with sufficient limits to meet underlying umbrella liability insurance requirements.

If applicable, the worker's compensation coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

If worker's compensation is not required by the State of Wisconsin, the City will waive this specific insurance requirement if the applicable Service Provider(s) signs the attached waiver under Exhibit A.

Umbrella Liability: **If** the program involves any extreme sports such as, but not limited to, rock climbing, sky diving, bungee jumping, etc., the service provider shall purchase an umbrella liability policy with following limits:

- Minimum Limit, Each Occurrence \$1,000,000
- Aggregate Limit \$1,000,000
- Maximum Self-Insured Retention Limit \$10,000

Coverage shall be at least as broad as the commercial general liability, watercraft liability (if required) and automobile liability.

Service Provider's Equipment or Property (If applicable): The Service Provider is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, for damage to Service Provider's property, materials, tools, equipment, and items of a similar nature which are being used in the work being performed by the Service Provider. This includes but not limited to property owned, leased, rented, borrowed or otherwise in the care, custody or control of the Service Provider.

2. INSURANCE REQUIREMENTS FOR ALL SUBSERVICE PROVIDERS

All sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Worker's Compensation, Employer's Liability and if applicable, Watercraft Liability, Aircraft Liability and Unmanned Aircraft Liability insurance. This insurance shall be as broad as and with the same coverage limits as those required of the Service Provider.

3. APPLICABLE PROVISIONS

- **Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**

- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements:** The following must be named as **additional insureds** on all policies for liability arising out of this program work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be on ISO form CG 20 10 07 04. This does not apply to Workers Compensation policies.**
- **Waivers of Subrogation** in favor of the City of Appleton must be endorsed onto the service provider's Worker's Compensation, Commercial General Liability, Automobile Liability, Umbrella Liability coverage and Property/Equipment coverages.
- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the program work for the applicable department. **In addition, form CG 20 10 07 04 for ongoing work exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton.

The following additional coverages are required when the corresponding box is checked. In addition, the event provider shall be responsible for consulting with its insurance carrier to determine whether any of the following coverages shall be carried based on the specific event.

- Umbrella Liability:** If the program involves any extreme sports such as, but not limited to, rock climbing, sky diving, bungee jumping, etc., the service provider shall purchase an umbrella liability policy with following limits:
- Minimum Limit, Each Occurrence \$1,000,000
 - Aggregate Limit \$1,000,000
 - Maximum Self-Insured Retention Limit \$10,000

Coverage shall be at least as broad as the commercial general liability, watercraft liability (if required) and automobile liability.

- Watercraft Liability Insurance** with a limit of \$1,000,000 per occurrence for bodily injury and property damage if the event includes the use of/operation of any watercraft.
- Aircraft Liability Insurance** with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo if the event includes the use of any aircraft or helicopter.

- Unmanned Aircraft Liability Insurance** with a limit of \$1,000,000 per occurrence limit for bodily injury, property damage liability, and invasion of privacy liability if the event includes the use of any unmanned aircraft (drones).
- Liquor Liability Insurance** with a limit of \$1,000,000 each occurrence and \$1,000,000 aggregate if the event holder is selling or serving alcoholic beverages.
- Cyber Liability and Technology Errors and Omissions** per occurrence limit of \$500,000.
- Commercial Crime Insurance** per occurrence limit of \$100,000.

Last Review: 12/2021

Waiver and Indemnification Form – Exhibit A

For good and valuable consideration, including but not limited to the City waiving the requirement that Service Provider must purchase worker's compensation insurance, the Service Provider agrees to indemnify, defend, and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, for claims arising out of the performance of this agreement including but not limited to those brought by service provider's employees (employed directly or indirectly), agents, volunteers, survivors, and the like.

_____, Service Provider

Witness: _____
Printed Name: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

City of Appleton

Witness: _____
Printed Name: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Driver's License & Auto Insurance Form – Exhibit B

Driver's License Information - Please print clearly:

First Name: _____ Middle Initial: _____

Last Name: _____

Do you currently have a valid Driver's License? Yes No

Driver's License Number: _____ State: _____

Expiration Date: _____

Auto Insurance:

The City of Appleton does not provide insurance coverage for a service provider's personal, business, leased or rental vehicle. All service providers who operate a personal, business, leased or rental vehicle on City premises to carry out their duties under the service program agreement with the City of Appleton shall be required to purchase (at their own expense) and maintain auto liability insurance at a level that meets or exceeds one of the following coverages:

- Single limit of liability - \$200,000 for bodily injury and property damage

OR

- Split limit of liability with limits of; \$100,000 each person bodily injury, \$300,000 each accident bodily injury and \$50,000 property damage

Failure by the service provider to maintain the required auto liability insurance limits will nullify the service program agreement with the City of Appleton.

I acknowledge that I am required to maintain adequate insurance coverage (as noted above) as a component of my service program agreement with the City of Appleton.

Witness: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____