



PARKS & RECREATION  
DEPARTMENT

# City of South Gate

4900 SOUTHERN AVENUE \* SOUTH GATE, CA 90280  
(323) 563-5443 \* FAX (323) 564-8632  
www.cityofsouthgate.org

## Use of City Facility Insurance and Indemnification Requirements

### Insurance

I understand that prior to the commencement of use of any City facility, that I, as representative of the Permittee shall obtain from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:

- 1) General liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2) Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.
- 3) Comprehensive General Liability insurance as follows:
  - a) The automobile and comprehensive general liability policies may be combined in a single policy, provided that such policy shall have a combined single limit of not less than \$1,000,000, for injuries arising out of one occurrence, and \$500,000 for property damages.
  - b) If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least \$500,000 per occurrence for liability or claims related to molestation.
  - c) **An endorsement** extending coverage to "*the City of South Gate, its employees, officers and agents*" as an additional insured, in the same manner as the named insured, "*with respect to the liability arising out of the activities of the named insured and their use of City owned or operated facilities.*"
  - d) A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
  - e) A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.
  - f) A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of the facility use agreement issued.
  - g) As a condition precedent to ongoing or recurring uses, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of such use.
  - h) The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under their facility use Agreement.
  - i) Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used at a City facility shall include a provision waiving the insurer's right of subrogation against the City.
  - j) All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
  - k) The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.

### Indemnification.

Permittee agrees to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Permittee's use of City facilities, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.

---

Signature of Authorized Representative or Permittee

---

Date