



## East Bay Regional Park District

East Bay Regional Park District  
Temporary Park Access Permit  
Minor

### Minimum\* Insurance Requirements

*\*Higher policy limits, additional certificates, endorsements or other insurance may be required.*

Prior to the commencement of work the Permittee and Permittee's Contractor shall provide and maintain:

1. Commercial General Liability Insurance, occurrence form, with a limit of not less than **\$1,000,000 for each occurrence**. If such insurance contains a general aggregate limit, either it shall apply separately to this Temporary Park Access Permit or be no less than **two (2) times the occurrence limit**.
2. Automobile Liability Insurance, occurrence form, with a limit of not less than **\$1,000,000 for each occurrence**. Such occurrence shall include coverage for owned, hired and non-owned automobiles.
3. Builder's Risk, Special Hazards, or other coverage may be required, as provided in the Supplementary Conditions or other written communication from the East Bay Regional Park District ("Park District").
4. Workers Compensation Insurance: Statutory coverage for Workers' Compensation Employer's Liability (**\$500,000 per accident**). Workers' Compensation shall comply with California Labor Code Section 3700 and contain a **waiver of subrogation** in favor of the District.

General Provisions for all insurance:

1. All insurance shall include the Park District, its elected and appointed officers, employees, and volunteers as **additional insureds** with respect to this Encroachment Permit and the performance of the Description of Project/Activity on the Temporary Park Access Permit Application. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.
2. General liability insurance shall be **primary and non-contributory** with respect to any insurance or self-insurance programs of the Park District, its boards, commissions, officers, agents, employees, and volunteers.
3. All insurance shall be evidenced, prior to commencement of services, by properly executed **policy endorsements in addition to a certificate** of insurance.
4. If the Permittee and Permittee's Contractor maintain broader coverage and/or higher limits than the minimums shown above, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the Permittee and Permittee's Contractor.
5. No changes in insurance may be made without the approval of the Park District.
6. Notice of Cancellation. The Park District requires thirty (30) days written notice of cancellation of any insurance required by this Permit. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives" (or similar wording).