



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).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 90

Person or Organization:

Where Required by Contract or Agreement

Address:

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to LIABILITY COVERAGE, **SECTION II A.1. Who Is An Insured** is amended to include as an "insured" any person or organization for whom you have agreed under written contract, agreement or permit to provide insurance and for whom you are doing work. But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

POLICY NUMBER: [REDACTED]

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY CONTRACT OR AGREEMENT

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