

Town of Yucca Valley

Insurance Requirements

1. INSURANCE REQUIREMENTS

Before any permit is issued, the applicant shall provide the Town with evidence of a policy of liability insurance with an endorsement issued by an admitted insurer in an amount of not less than \$1,000,000. The policy shall name the applicant and the Town of Yucca Valley, its officers, agents, and employees, as co-insured for protection against any loss, claims, liability, injury, and damage of any nature arising out of or in any way connected to the permit conducted by the applicant.

The insurance coverage shall be primary and not contributing with any other insurance of the Town. The applicant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. The certificate shall not be subject to cancellation or modification until after thirty days written notice to the Town.

The cancellation policy shall read as follows: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left [The Town of Yucca Valley]." A copy of the certificate shall remain on file.

2. INDEMNIFICATION AND HOLD HARMLESS (FOR EVENTS ON TOWN PROPERTY)

The applicant is solely responsible for any damage, loss, accident or injury to persons or property resulting from the use of Town facilities. Applicant shall be responsible for control and supervision of the people in attendance during the use of the facility and shall see that no damage is done to furnishings, fixtures or any part of the facility. Any violation of the Town Rules and Regulations can result in a denial of further permits and, in case of damage to a facility, financial reimbursement for repair or replacement will be demanded.

Applicant shall hold harmless, defend and indemnify the Town of Yucca Valley, its officers, officials, employees and volunteers from and against all demands, claims, damages, losses and expenses (including attorneys' fees), judgments or liabilities which actually or allegedly arise out of the issuance of the Special Events permit described herein or the events permitted hereby, including but not limited to any act or omission of the Applicant, its agents, employees or subcontractors directly or indirectly responsible to Applicant; excepting those claims, demands, damages, expenses (including attorneys'

fees), judgments and liabilities resulting from the sole negligence or willful misconduct of the Town.

Applicant shall notify the Town in writing immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Required wording on Certificate and endorsement page:

Town of Yucca Valley, 58928 Business Center Dr Yucca Valley, CA 92284 and its officers, City Council, agents, employees, volunteers and co-insured are additional named insured with respect to liabilities against any loss, claims, liability, injury, and damage of any nature arising out of or in any way connected to insured.

