



INSURANCE REQUIREMENTS FOR CREATIVE INDUSTRY PRODUCTIONS AT Austin Energy Power Production Facilities

- A. Contractor shall carry insurance in the following types and amounts for the duration of this Agreement, and furnish certificates of insurance as evidence thereof.
1. Commercial General Liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under this contract.
 - b. Medical expense coverage with a limit of \$10,000 for any one person.
 - c. The CITY shall be listed as additional insured.
 - d. Thirty (30) day notice of cancellation in favor of the CITY.
 - e. Waiver of Transfer of Right of Recovery Against Others in favor of the CITY.
 - f. Fire Legal Liability with minimum limits of \$50,000.
 2. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. An additional insured endorsement, TE 9901B shall be attached to the policy in favor of the CITY.
 3. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employers liability of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
 - a. A Waiver of Subrogation in favor of the City of Austin, form WC 420304
 - b. A 30 day Notice of Cancellation/Material Change in favor of the City of Austin, form WC 420601

B. General Requirements

- 1) This Agreement shall not be effective until Contractor has obtained the required insurance and until such insurance has been reviewed by the CITY. Approval of insurance by the CITY shall not relieve or decrease the liability of Contractor hereunder.
- 2) If insurance policies are not written for amounts specified above, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

- 3) Contractor shall be responsible for deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.
- 4) Any coverage written on a "claims made" basis shall carry a retroactive date that coincides with the date of this Agreement. This insurance shall be maintained for the duration of this Agreement and for six months following completion of the services under this Agreement. The premium for any extended reporting period shall be paid for by the policy holder.
- 5) Insurance shall be written by companies in good standing with the Texas Department of Insurance and shall be written by companies with an A.M. Best rating of B+VII or better or otherwise acceptable to the CITY.
- 6) The "other" insurance clause shall not apply to the Owner where the CITY is additional insureds shown on any policy. It is intended that policies required in this Agreement, covering the CITY and Contractor shall be considered primary coverage as applicable.
- 7) All additional insureds and thirty (30) day notice of cancellation endorsements as well as certificates shall indicate: The City of Austin, Austin Energy, Austin, Texas 78719.
- 8) The CITY shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 9) The CITY reserves the right to review insurance requirements of this section during the effective period of this Agreement and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the CITY based upon changes in statutory law.
- 10) Contractor shall provide the CITY thirty (30) days written notice of erosion of aggregate limits below occurrence limits for all applicable coverages indicated within the Insurance Requirements section of this Agreement.
- 11) Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Agreement.
- 12) Actual losses not covered by insurance as required by the Agreement shall be paid by Contractor.