

## District Insurance Requirements Vendors/Contractors and Outside Groups Using Campus Facilities

There are certain insurance requirements mandated by the District for all vendors/contractors and outside groups coming on campus to use campus facilities for any purpose.

The requirements are as follows:

A Certificate of Insurance (COI) and an additional insured endorsement must be provided with the following coverage limits:

#### 1. GENERAL LIABILITY COVERAGE:

Comprehensive or Commercial form minimum limits (higher limits may be required due to the nature of the event or the number of people in attendance). The insurance shall be primary and non-contributory:

- Each Occurrence \$1,000,000
- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$1,000,000
- 2. **BUSINESS AUTOMOBILE LIABILITY**: (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part a vendor's services), COI must show evidence of minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000.
- 3. **WORKERS' COMPENSATION:** This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractors must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease as required by statutory insurance requirement of the State of California.
- 4. **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY:** (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services \$1,000,000 per occurrence / \$3,000,000 annual aggregate. If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.
- 5. CYBER LIABILITY: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.
- 6. **SEXUAL ABUSE/MOLESTATION COVERAGE** (required if vendor will be supervising activities of minors) must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate).
- 7. **UMBRELLA OR EXCESS LIABILITY** If the vendor's and contractor's primary or underlying limits of coverage do not meet the requirements outlined above, additional limits of coverage may be provided by an umbrella policy or an excess liability policy. Endorsements to the umbrella or excess policy which limit or exclude coverage must be attached to the certificate of insurance

#### **Other Insurance Requirements**

- **RATING**: Coverage must be placed with an insurance company with an AM Best rating of A VII or equivalent unless otherwise agreed to by the District.
- ADDITIONAL INSURED ENDORSEMENT FORM: Accompanying the COI must be a separate endorsement to the policy naming:

The Rancho Santiago Community College District, its officers, employees, volunteers, representatives and agents of each of them as additional insureds (except for professional liability and workers' compensation insurance). The endorsement must show the policy number stated on the COI.

- **CANCELLATION**: Be in compliance with the latest revised Acord form standard cancellation language "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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The District must be listed

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Location(s) Of Covered Operations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.