

SAMPLE

Event Agreement

Agreement #

Exhibit A – Requirements for Liability Insurance

The following provides legal descriptions and additional conditions regarding insurance as described in the Letter of Agreement, Section II – Insurance.

1. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate providing bodily injury, property damage, and personal injury coverage for the state of Washington for any liabilities, including all costs of defense, arising out of the use of state highways for the Event. These coverage limits may be obtained through any combination of primary, umbrella or excess policies.
2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for the state of Washington for all owned and non-owned vehicles assigned to or used in the performance of the Event with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella or excess policies with the State named as an additional insured or designated insured in connection with EVENT PERMITTEE and the Event.
3. The EVENT PERMITTEE shall be Named Insured and the State, the Governor, the Commission, the Secretary, the Department of Transportation, all officers and employees of the State, and their respective members, directors, officers, employees, agents and consultants (collectively the “Additional Insureds”) shall be included as Additional Insureds for all policies and coverages specified in this Section. Said insurance coverage shall be primary and non-contributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Agreement that is maintained by any Additional Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms. All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 26 or a form deemed equivalent by WSDOT, providing the Additional Insureds with all coverages required under the Commercial Automobile Liability.
4. If the EVENT PERMITTEE maintains, at any time, coverage limits for itself in excess of limits set forth in this section, then those additional coverage limits shall also apply to WSDOT and the Additional Insureds. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent or otherwise.

5. Events sponsored by self-insured cities or towns, will need to provide documentation of the city/town self-insurance policy that is equivalent or greater than the requirements as stated above.
6. All insurance policies and coverages required under this shall contain a waiver of subrogation against WSDOT, the State, any Additional Insured and their respective departments, agencies, boards, and commissions, and their respective officers, officials, agents, and employees for losses arising from any action by or on behalf of the EVENT PERMITTEE. This waiver has been mutually negotiated by the parties.
7. Where applicable, the EVENT PERMITTEE shall cause its Subcontractor to provide insurance that complies with all applicable requirements of the EVENT PERMITTEE-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the EVENT PERMITTEE-provided insurance. In the event that a Subcontractor is required to provide insurance, the EVENT PERMITTEE, WSDOT, and any Additional Insureds shall be added as an additional insured, for primary and non-contributory limits of liability under each Subcontractor's Commercial General Liability, Commercial Automobile Liability and, any other coverage's which may be required herein.
8. Unless specifically noted otherwise, the Parties to this Agreement do not intend by any of the provisions of this Agreement to cause the public or any member thereof or any other Person to be a third party beneficiary of the Agreement. Nothing in this Agreement authorizes anyone not a party to this Agreement or a designated third party beneficiary to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. It is the further intent of WSDOT in executing this Agreement that no individual, firm, corporation or any combination thereof which supplies materials, labor, services, or equipment to the EVENT PERMITTEE for performance of work at the Event shall become thereby a third party beneficiary of this Event. The Agreement shall not be construed to create a contractual relationship of any kind between WSDOT and a Subcontractor or any other Person except the EVENT PERMITTEE.
9. The EVENT PERMITTEE's Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability and Commercial Automobile Liability Insurance policy may, at the discretion of the EVENT PERMITTEE, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the EVENT PERMITTEE, notwithstanding any claim of liability against WSDOT.
10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all

disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court in Thurston County Washington, applying Washington law.

11. Prior to Event, the EVENT PERMITTEE shall file with the Department of Transportation, HQ Traffic Operations, P.O. Box 47344, Olympia, WA 98504-7344, ACORD Form Certificates of Insurance evidencing the minimum insurance coverage's required under these Specifications. Within thirty (30) days of the Event, the EVENT PERMITTEE shall provide WSDOT with complete copies of all insurance policies required under this section.
12. The EVENT PERMITTEE shall provide written notice to WSDOT and any Additional Insured, by facsimile transmission, electronic mail or U.S. Mail, notice of any policy cancellation within two business days of receipt of cancellation.
13. Failure on the part of the EVENT PERMITTEE to maintain the insurance as required, or not to provide certification and copies of the insurance prior to the time specified in Subsection 11 above, shall constitute a material breach of Contract upon which WSDOT may deny the application. (Proof of insurance and indemnification of WSDOT is required prior to issuing the Letter of Agreement).