

UTICA NATIONAL INSURANCE GROUP

Issuing Company: REPUBLIC FRANKLIN INSURANCE CO.
A MEMBER OF UTICA NATIONAL INSURANCE GROUP

ABUSE OR MOLESTATION LIABILITY COVERAGE PART
(INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

(For Attachment to a Liability or Package Policy)

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Form and the Policy have the same inception date.

Table with 3 columns: ATTACHED TO AND FORMING PART OF POLICY NO., *EFFECTIVE DATE OF COVERAGE FORM, *ISSUED TO

ADDITIONAL DECLARATIONS

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Table with 2 columns: COVERAGE, SCHEDULE. Includes rows for Legal Liability with limits of \$1,000,000 and \$3,000,000.

Table with 1 column: ADVANCE PREMIUM. Includes rows for Total Advance Premium and Premium shown is payable** at inception; \$ 1st Anniversary; \$ 2nd Anniversary

Table with 1 column: FORMS AND ENDORSEMENTS. Includes text: Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue+:

Countersigned:**

Date: By _____ Company Officer

**Entry optional if shown in Common Policy Declarations.
+ Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

INSURANCE REQUIREMENTS - USE OF FACILITIES (INCLUDING ORGANIZED ATHLETIC ACTIVITIES AND ATHLETIC & RECREATION CAMPS)

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the facility user hereby agrees to effectuate the naming of the District as an Additional Insured on the facility user's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

2. The policy naming the District as an Additional Insured shall:

a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.

b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.

c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.

3. The certificate of insurance must describe the services provided by the facility user that are covered by the liability policies.

4. The facility user agrees to indemnify the District for applicable deductibles and self-insured retentions.

INSURANCE REQUIREMENTS – FOOD TRUCKS AND TRAILERS

1. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the food truck vendor hereby agrees to effectuate the naming of the District as an Additional Insured on the food truck vendor insurance policies, except for workers; compensation and N.Y. State Disability insurance.

2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.

3. At the District' request, the food truck vendor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the food truck vendor will provide a copy of the policy endorsements and forms.

4. The food truck vendor agrees to indemnify the District for applicable deductibles and self-insured retentions.