PERRIS UNION HIGH SCHOOL DISTRICT
Business Services-Civic Center Use of Facilities Agreement/Contract
155 E. 4th Street, Perris, CA 92570
Telephone: (951) 943-6369, ext. 80278

FACILITY USAGE INSURANCE REQUIREMENTS

The insurance company(ies) providing the insurance shall have an A. M. Best rating of not less than A-. The limits of insurance as described below shall be considered minimum requirements. Should any insurance coverage carried by the Applicant contain limits of liability that exceed these minimum liability limits, those higher limits shall be deemed to become the required minimum liability limits and shall apply for the benefit of the Additional Insured.

1. As a condition for use of the facility, the Applicant shall procure Commercial General Liability ("CGL") Insurance acceptable to Perris Union High School District, naming Perris Union High School District as a "Named Additional Insured," with respect to any liability [for personal injury, bodily injury, contractual liability, and damage to property sustained] arising out of the Applicant's acts, activities, use, or obligation under this Agreement.

2. The coverage shall provide at least the same coverage and coverage limits as the Named Insured in the subject CGL policy, regardless of whether such acts were authorized by this Agreement. Applicant shall pay for all loss or damage to the property of Perris Union High School District. Perris Union High School District assumes no responsibility for any property brought onto the premises.

3. An endorsement shall be included in the in the CGL policy naming Perris Union High School District, its departments, the school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, agents, and all persons and bodies corporate acting for or on behalf of them, as Additional Insureds, using the ISO Additional Insured endorsements **CG 20 10 04 13**, **CG 20 11**, **CG 20 26**, or an equivalent blanket additional insured wording providing coverage for an Additional Insured when required by written contract. The additional insurance provided herein shall comply in all respects with the language contained in the ISO form that is incorporated herein by reference. The Named Additional Insured status shall apply to CGL, Workers' Compensation, and Employers' Liability.

4. The CGL policy must include effective dates covering the time period the Applicant has contracted to use the facility. At least 48 hours before Applicant commences use of the facility, Applicant shall provide written proof of its procurement of the CGL policy required by this provision, including an acknowledgement by the insurance carrier providing the CGL policy that, if the CGL policy is cancelled for any reason prior to the effective dates identified in the policy, Applicant will immediately notify, in writing, Perris Union High School District of the cancellation.

5. Applicant and Perris Union High School District agree that any insurance policies procured by Applicant that provide benefits for Perris Union High School District shall be primary and that any policies procured by Perris Union High School District that might also happen to provide protections or benefits to Perris Union High School District arising out of Applicant's use of Perris Union High School District's premises shall be excess.

6. Specifically, Applicant shall obtain and maintain the following insurance policies and required endorsements:

    a. Commercial General Liability insurance of $1,000,000 minimum combined single limit ("SCL") each occurrence, with the following required minimum limits:
        i. $1,000,000 Per Occurrence for bodily injury or property;
        ii. $1,000,000 Per Occurrence for personal and advertising injury;
        iii. $2,000,000 General Aggregate;
        iv. $2,000,000 Products/Completed Operations Aggregate;
        v. $2,000,000 Blanket Contractual Liability/Written and Oral;
        vi. $50,000 Fire Legal Liability; and

    b. Commercial Automobile Liability insurance may be required if your use of facilities involves the operation of any motor vehicle other than normal transportation to and from District parking lots. The District retains the right to require Automobile Liability Coverage at its sole discretion. When required, this coverage shall cover either "any auto" or "scheduled, hired, owned, non-owned automobiles," with a $1,000,000 minimum combined single limit ("SCL") per occurrence;

    c. Workers' Compensation for statutory obligations and Employers' Liability insurance that meet California's statutory benefits, including Employers' Liability with a minimum liability limit of $1,000,000 for injury and $1,000,000 per accident, $1,000,000 per employee/disease, and $1,000,000 policy limit/disease. If Applicant does not have any employees, a letter stating that must be received from Applicant.

7. A Waiver of Subrogation endorsement shall be included in the Commercial General Liability, Workers' Compensation Liability, and Employers' Liability policies in favor of Perris Union High School District, its departments, the school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, agents, and all persons and bodies corporate acting for or on behalf of them.

8. A Primary, Non-contributory endorsement shall be included in the Commercial General Liability, Workers' Compensation, and Employers' liability policies in favor of Perris Union High School District, its departments, the school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, agents, and all persons and bodies corporate acting for or on behalf of them.

9. The insurance shall be evidenced by an ACORD Form 25 and shall identify the school being used by Applicant in the description of operations box.

10. Applicant shall upload the Certificate with all required endorsement forms to the online use of facilities program, Facilitron.

11. Receipt of the Certificate is required prior to the Applicant's use of the facilities.

Applicant Signature ***(required for processing)***

Date