



CITY OF CRYSTAL LAKE INSURANCE PROVISIONS – USE OF CITY-OWNED PROPERTY

OVERVIEW

The individual, corporation, or organization (“User”), which uses City-owned property (including parks and open spaces, roads, sidewalks, right-of-way, parking lots, and buildings or structures or equipment) shall abide by the following required insurance provisions and sign a hold harmless agreement (Exhibit A) as required by the City.

INSURANCE REQUIREMENTS

In the use of City property, the individuals, corporations, or organizations (“User”) that use City-owned property is certifying that he/she has all insurance coverages required by law or required by the City of Crystal Lake. The user shall procure and maintain, for the duration of the allowable use of the City-owned property, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the use by the user, his/her agents, representatives, employees or subcontractors. Based on the scope and/or type of the use, the City requests that the user provide the following coverage(s):

- A. **COMMERCIAL GENERAL LIABILITY:** Insurance Services Office Commercial General Liability occurrence form CG 0001 (Exhibit B) with the City of Crystal Lake named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 2010 (Exhibit C) or CG 2026 (Exhibit D) and CG 20 01 04 13 (Exhibit E).

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- B. **BUSINESS AUTO LIABILITY:** Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:** Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and volunteers; or the User shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the User's work, including activities performed by or on behalf of the User; products and completed operations of the User; premises owned, leased or used by the User; or automobiles owned, leased, hired or borrowed by the User. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
2. The User's insurance coverage shall be primary and non-contributory as respects the City, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of User's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents and volunteers.
4. The User's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that User's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the User shall be required to name the City, its officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The User hereby agrees to waive any limitation as to the amount of contribution recoverable against them by the City of Crystal Lake. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from activities performed by User.

C. All Coverages

Each insurance policy required shall have the City expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

The User shall furnish the member with certificates of insurance naming the City, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

EXHIBIT A



Indemnity/Hold Harmless For Use of City-Owned Property

In consideration of the undersigned ("User") requesting to use the following City property _____, the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to the use of the following City property _____.

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the City of Crystal Lake its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of Crystal Lake, its elected and appointed officials, agents and employees, arising in whole or in part or in consequence of the use of City property by the undersigned, its employees, agents, subcontractors or any 3rd party, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Crystal Lake, its agents or employees. The User shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Crystal Lake, its elected and appointed officials, agents and employees, in any such action, the User shall, at its own expense, satisfy and discharge the same.

Agreed this _____ day of _____, 20_____

(Name of User's representative)

(Signature of User)

(Organization of User)

City Facility or Area to be used, including address: _____

Description of Use (Type of Use and Dates of Use): _____

EXHIBIT B

(Example)



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).

PRODUCER Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info. PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <hr/> INSURER(S) AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Name of Contractor	NAIC # Completed

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						Policy Number Inserted Policy Start Date Policy Start Date
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTIONS \$	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy Number Inserted	Policy Start Date	Policy Start Date	WC STATU- X LITORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested)			Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.
 No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).
 Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
 Member named as cancellation notice recipient.

CERTIFICATE HOLDER Name of Member	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative
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ACORD 25 (2010/05)

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EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p style="font-size: 48px; opacity: 0.5; transform: rotate(-45deg);">SAMPLE</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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
2. 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.

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:

1. 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
2. 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.

EXHIBIT D

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
EXAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT E

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE