



NOTICE TO CONTRACTORS / VENDORS / FACILITY USERS

The University of Redlands requires Certificates of Insurance from (1) Contractors, (2) Vendors, (3) Other Parties that provide services to or on behalf of the University, and (4) Various parties that use University of Redlands facilities. All such parties shall furnish to the University PRIOR to commencement of work or activity, an AcorTM **Certificate of Insurance** (COI) stating that there is insurance in effect with the minimum limits described herein.

NOTE: At the discretion of the University of Redlands (due to the nature of the contract, activity, event or the number of people in attendance) higher limits or other requirements may be specified. All completed certificates should be sent to the attention of the contracting party at the University of Redlands, at the address shown below, with a copy sent by email to felicia_edwards@redlands.edu.

ATTN: marin-events@redlands.edu or
Event Services Department, Sales Manager
University of Redlands, Marin Campus
105 Seminary Road
San Anselmo, CA 94960

Commercial General Liability: (MINIMUM REQUIREMENTS)

Each Occurrence \$1,000,000
Products/Completed Operations Aggregate \$1,000,000
Personal and Advertising Injury \$1,000,000
General Aggregate \$2,000,000*

1. The *Certificate of Insurance* may be written on a blanket basis for the benefit of the University of Redlands or limited to a specific contract, agreement, date, and/or event. Coverage must be written on an "occurrence" form and maintained throughout the term of any contract/activity/event.
2. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the subject contract/project, or the general aggregate limit shall be twice the required occurrence limit. *Limit may be increased if deemed necessary.
3. Cyber liability coverage, if required under the terms of an Agreement, must be provided either within the General Liability policy form or by separate policy that provides third-party cyber-liability and first-party cyber-crime coverages that covers direct loss, legal liability, and consequential loss resulting from cyber security breaches with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
4. Sexual misconduct liability coverage, if required under the terms of an Agreement, must be provided with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
5. Host liquor liability, if required under the terms of an Agreement, must be provided with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
6. The Certificate of Insurance must provide coverage for completed as well as ongoing operations. Coverage limited to ongoing operations is not acceptable.
7. By endorsement the policy must reflect "University of Redlands, its trustees, officers, employees, representatives, and assigns as an additional insured as their interest may appear with regard to the activity and/or operations under this Agreement." Cross liability coverage must be provided.
8. By endorsement, the policy must stipulate that for any claims related to any project, insurance coverage shall be primary and non-contributory as respects to the University of Redlands, its trustees, officers, employees, representatives and assigns. Any insurance or self-insurance maintained by the University of Redlands, its trustees, officers, employees, representatives and assigns shall be excess of the Contractor's insurance and shall not contribute.
9. By endorsement, the policy must reflect *Waiver of Subrogation* in favor of the University of Redlands.

Business Automobile Liability: (MINIMUM REQUIREMENTS)

Commercial Entities: Business automobile liability with a combined single limit of not less than \$1,000,000 per occurrence. Transportation providers including bus, van, car, or limousine services must provide limits of not less than \$5,000,000 per occurrence. Bus companies with vehicles configured to seat 20 or more persons: Limits of \$10,000,000 per occurrence, combined single limit. Individuals providing products or services, but not transporting University of Redlands passengers: Liability of \$100,000 per person/\$300,000 per occurrence; property damage of \$50,000 per occurrence.

Certificate will provide evidence of coverage arising out of automobiles owned, leased, hired or borrowed by or on behalf of the party; and with respect to liability arising out of work or operations performed by or on behalf of the party, including materials, parts or equipment furnished in connection with such work or operations.

Workers Compensation and Employer's Liability Insurance

Worker's Compensation - Statutory – As required by law in the State of California

By endorsement the policy must reflect Waiver of Subrogation in favor of the University of Redlands.

The Contractor shall assure that all subcontractors provide workers' compensation coverage as described herein.

Employer's Liability:

\$1,000,000 Bodily Injury by Accident - Each Accident

\$1,000,000 Bodily Injury by Disease - Policy Limit

\$1,000,000 Bodily Injury by Disease - Each Employee

For a business that does not have employees and is not required under law to provide statutory benefits, this status must be made known to the University and documented in the file. Note that for the University of Redlands purposes, subcontracting is not a suitable means of avoiding this statutory requirement. Also, in the State of California, any for-profit business is required to cover volunteers for purposes of workers' compensation.

Professional Liability: (MINIMUM REQUIREMENTS)

If the contract involves the delivery of architectural, engineering, or other professional services, evidence of professional liability (errors and omissions) insurance with a limit of \$1,000,000 per occurrence must be provided. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Umbrella or Excess Liability Insurance

Umbrella or excess liability insurance may be used to achieve the minimum liability limits or satisfy higher limits as may be required by Risk Management. The Umbrella or excess liability insurance policy must be endorsed to the University of Redlands as being "As Broad as Primary Policy."

Endorsements

When required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.

Policy Cancellation

The Contractor or Vender shall agree that except for ten (10) days notice for non-payment of premium, should any of the required policies be cancelled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their Broker or the issuing company will mail 30 days written notice to the University of Redlands. Consistent with any such cancellation or limitations in coverage, the Consultant/Contractor will cease all activities under the Agreement until any such matter is remedied. Each COI shall specify that **should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

Deductibles and Self-Insured Retentions

Insurance shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the University of Redlands. Such approval shall not relieve you from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the University's Senior Vice President.

Approved Insurer

Each insurance policy shall be issued by an insurance company or companies authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made. All such insurers must maintain a rating by A.M. Best as "(A-) IX" or better. Duly authorized self-insurers and alternate insurance mechanisms may be utilized with University approval.

Subcontractors and Vendors

The Contractor shall maintain Certificates of Insurance in conformance with the above requirements for all subcontractors or other parties providing service under this contract.

Evidence of Insurance

Proof of the required insurance is evidenced by a Certificate of Insurance on an Acord™ form provided by your insurance agent or broker. This form must be in the University's possession before the work or activity starts. The Certificate of Insurance shall be filed with the contract so that it can be found in the event of a loss.

General Insurance Requirements

The insurance limits in this document are the minimum that is required. The University of Redlands may make exceptions (for higher or lower limits) if it is determined that the exposure may be more or less than anticipated by these requirements. Exposures related to aircraft, watercraft, professional liability, cyber liability, hazardous activities and working with minors will require additional insurance and/or higher insurance limits.

For any claims related to any project, your insurance coverage shall be primary as respects to the University of Redlands, its trustees, officers, employees, representatives and assigns. Any insurance or self-insurance maintained by the University of Redlands, its trustees, officers, employees or representatives or assigns shall be excess of the Contractor's insurance and shall not contribute. All required liability policies shall provide cross-liability coverage.

Completed Certificate of Insurance (COI)

Provide a completed *Certificate of Insurance* using an ACORD 25 form or other form providing the same information in substantially the same format and acceptable to the University of Redlands.

- Endorsements issued by the insurer must be provided for Additional Insured, Primary/Non-Contributory, and Waiver of Subrogation. Reference should be made to same on the COI, but the actual separate endorsement must be provided. If the policy provides for "blanket additional insured status when contractually required," coverage, when contractually required," evidence of same should be provided.
- Special instructions or terms or limitations to coverage: If coverage is limited to a specific project, the COI should stipulate.
- The University of Redlands listed as the certificate holder.
- Signature of the insurer's agent or representative and date.

Contact Information

For more information, contact: **University of Redlands, Marin Campus - Event Services Department**

Phone: **415-451-2843**

Email: **ashley_pogue@redlands.edu**