

City of Monrovia

Insurance Requirements for Banners

The organization requesting to have their banner placed on City poles within the public right-of-way shall procure and maintain for the duration of the time the banner is displayed insurance against claims for injuries to persons or damages to property that may arise from or in connection with the use of the City's right-of-way. The cost of such insurance shall be borne by such organization.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Minimum Limits of Insurance

Organization shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insurance 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 officers, officials, employees and volunteers; or the Organization shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of ownership, maintenance or use of that part of the right-of-way used by the Organization.
2. The Organization's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Organization's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage should not be canceled by either part, **except after thirty (30) days' prior written notice by certified mail**, return receipt requested, has been given to the City. **An additional insured endorsement shall be attached to the certificate. Under cancellation the words "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives shall be deleted from the certificate**

Acceptability of Insurers

Insurance is to be placed with insurers with a current **A.M. Best's rating of no less than A: VII**. Exception may be made for the State Compensation Insurance Fund.

Verification of Coverage

Organization shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms approved by the City and amended to conform to the City's requirements. . All certificates and endorsements are to be received and approved by the City before use of the City's right-of-way commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.