



INSURANCE ADDENDUM
to Licensing Agreement
EHHIBIT 5

LICENSEE: SEND THIS FORM TO YOUR INSURANCE BROKER

INSURANCE COVERAGES AND LIMITS

Licensee shall maintain continuously throughout the term of this Agreement, at no expense to the City, minimum coverages and limits of insurance as described below and to submit satisfactory evidence of such insurance not less than ten (10) days prior to the event:

1. COMMERCIAL GENERAL LIABILITY (CGL) insurance including:
 - Premises/Operations
 - Products/Completed Operations
 - Host Liquor Liability
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability

Such insurance must provide a minimum limit of liability of \$2,000,000 each Occurrence Combined Single Limit (CSL) Bodily Injury and Property Damage except:

- \$2,000,000 each Offense Personal and Advertising Injury
- \$ 100,000 each Occurrence Fire Legal Liability
- \$1,000,000 each Accident/Disease Stop Gap/Employers Liability

2. AUTOMOBILE LIABILITY insurance for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$2,000,000 CSL Bodily Injury and Property Damage.
3. EXCESS/UMBRELLA LIABILITY insurance as may be required to provide \$2,000,000 CSL total limits for CGL and Automobile Liability insurance.
4. WORKER'S COMPENSATION insurance as respects the state of Washington securing liability for industrial injury to employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If Licensee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, it shall so certify to the City by submitting a letter signed by a corporate officer, indicating that it is a qualified self-Insurer, and setting forth the limits of any policy of excess insurance covering its employees; or any similar coverage required.
5. If alcoholic beverages are sold, LIQUOR LIABILITY insurance with a minimum limit of liability of \$2,000,000 each Common Cause.
6. If pyrotechnics are used for an Event, PYROTECHNIC LIABILITY insurance shall be covered under a Commercial General Liability insurance with a minimum limit of liability of \$2,000,000 each Occurrence. (In additional, a permit is required from the Seattle Fire Marshall.)

TERMS AND CONDITIONS

1. The insurance policy or policies, endorsements thereto, and subsequent renewals be subject to approval by the City as to company, form and coverage. The insurer shall be:
 - a. Licensed to do business in the State of Washington and Rated A- VII or higher in the A.M. Best's Key Rating Guide, or
 - b. Procured under chapter 48.15 RCW by a Washington State licensed surplus line broker.
2. Such insurance as is provided for CGL, Automobile and Pyrotechic Liability insurance shall include the City of Seattle as an additional insured for primary and noncontributory limits of liability subject to a separation of insureds clause. The limits of liability are minimum limits of liability only and shall not

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limit the liability of Licensee or any of its insurers; the City shall be an additional insured for all available limits of liability available to Licensee, whether primary, excess, contingent or otherwise.

3. Coverage shall not be cancelled without thirty (30) days prior written notice to the City, except ten (10) days notice with respect to cancellation for nonpayment of premium.
4. Self-insured retentions in excess of \$25,000 shall be disclosed in writing and are subject to the approval of the City's Risk Management Division. Approved self-insurance may be partially or wholly substituted for required commercial liability insurance coverages.
5. Failure of Licensee to fully comply with these insurance requirements shall constitute a material breach of this Agreement.

EVIDENCE OF INSURANCE

1. Licensee's insurance broker shall issue a certificate of insurance that meets the minimum coverages and limits requirements herein and Licensee shall issue self-insurance certification.
2. THE CERTIFICATION SHALL HAVE ATTACHED A COPY OF THE ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING THAT DOCUMENTS THAT THE CITY IS AN ADDITIONAL INSURED UNDER THE CGL INSURANCE.
3. If the CGL insurance is partly or wholly self-insured, Licensee shall state in writing that it will protect the City as an additional insured under the self-insured retention as if a commercial CGL insurance policy were in force.
4. Insurance and/or self-insurance certification shall be delivered to each of the following:

ORIGINAL TO:
Seattle Center Event Sales
305 Harrison Street
Seattle, WA 98109
Fax: (206) 684-7366
Email: SCBooking@seattle.gov

COPY TO:
The City of Seattle
Risk Management Division
Fax: (206) 470-1270
Email: riskmanagement@seattle.gov

NOTE TO INSURANCE BROKER/RISK MANAGER:

1. ATTACH THIS INSURANCE ADDENDUM TO THE EVIDENCE OF INSURANCE.
2. IF ANY QUESTIONS OR ISSUES, CONTACT CITY RISK MANAGEMENT AT (206) 386-0071