



At the Brea Civic & Cultural Center
1 Civic Center Circle, Brea, CA 92821
Contact: 714-990-7727 Visit: www.curtistheatre.com

LANGUAGE FOR CERTIFICATE OF INSURANCE

Certificate of Insurance issued to the **City** shall contain the following language:

The City of Brea, its elected and appointed officials, employees and volunteers are included as insured by endorsement. This coverage shall be primary and City insurance shall not be contributory. There shall be no subrogation against the City. No cancellation or material change shall be made without thirty (30) days written notice to the City.

User shall furnish **City** with a certificate evidencing such insurance and naming the **City**, its elected officials, officers, agents and employees as additional insured no later than ten (10) business days prior to User's use of the **Facility**. Please include the Endorsement and Waiver of Subrogation along with your certificate of insurance.

Certificates are subject to review and approval by **City** Risk Manager. If certificate does not meet **City** requirements, User shall be required to purchase insurance from the **City**.

All Users shall be required to obtain insurance coverage for the mutual benefit of both **City** and **User**. **User** agrees to submit proof of insurance no less than 10 (ten) business days prior to the scheduled event. The specific type of coverage is outlined below. Insurance coverage may be obtained through the following two options:

1. **User** obtains own insurance with coverage limits described below, names the **City** as additionally insured and submits an insurance certificate to the **City** containing all information described in this section.
2. **User** elects to purchase insurance from the **City** which covers the **User** and **City** with coverage limits described below. Fee is based on a per-day rate and type of event.
3. If the **User's** insurance cannot meet the **City** requirements listed below, a policy must be purchased from the **City**.

The **User** shall obtain and keep in full force and effect, at **User's** sole cost, for the mutual benefit of **City** and **User**, comprehensive broadform general public liability insurance against claims and liability for personal injury, death or property damage arising from the use, providing protection of at least \$1,000,000 for bodily injury or death for any one person, at least \$1,000,000 for any one accident or occurrence and at least \$1,000,000 for property damage. Insurance is required of all **Facility** clients. The **User** shall obtain, and keep at least \$2,000,000 in aggregate.

User may obtain own insurance with coverage limits described above. All insurance required by this Agreement shall be carried only by responsible insurance companies licensed to do business in the State of California. Policies required by this Agreement shall add as insured, by endorsement, **City** and Agency and their respective elected and appointed officials, officers, employees, agents and representatives. All such policies shall contain language to the effect that: (1) the insurer waives the right of subrogation against **City** and **City's** elected and appointed officials, officers, employees, agents, and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by the **City**; and (3) they cannot be canceled or materially changed except after thirty (30) days notice by the insurer to **City** by certified mail. **User** shall furnish **City** with copies of all such policies promptly upon receipt of them, or certificate(s) evidencing the insurance. In the event of any cancellation of, or material change in coverage,

any agreement between **City** and **User** shall terminate and be of no further force and effect.

User shall furnish **City** with a certificate evidencing such insurance and naming the **City**, its elected officials, officers, agents and employees as additional insured no later than ten (10) business days prior to User's use of the **Facility**.