

Insurance Requirements for Special Events

The following schedule outlines the City's insurance requirements. Organizers are responsible for obtaining this insurance certificate from an insurance provider.

Insurance Schedule E

1. _____ shall furnish a signed Certificate of Insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to effective date of permit. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. EG: Project # _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this Agreement.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the approval of the Director of Finance and Budget and subject to the permittee identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. The permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the permittee's limits of liability are higher than the required minimum limits, then the permittee's limits shall be this Agreement's required limits.
8. Whenever an ISO form is referenced, the current edition of the form must be used.
9. Permittees shall be responsible for deductibles and self-insured retention for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

Insurance Schedule E (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owner's form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its Employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers. Use ISO form CG 2026.
- 4) Include Preservation of Governmental Immunities endorsement (see attached)
- 5) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, IA 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If permittees do not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) LIQUOR LIABILITY

\$1,000,000
(only if alcoholic beverages
(served))

 yes no

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. **Nonwaiver of Governmental Immunity.** The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. **Non-Denial of Coverage.** The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN