



Catering Agreement

Insurance addendum and transmittal coversheet

Name of caterer: _____

LICENSEE: PROVIDE A COPY OF THIS INSURANCE ADDENDUM AND TRANSMITTAL COVERSHEET TO YOUR INSURANCE BROKER.

INSURANCE BROKER: (1) COMPLETE THE FOLLOWING INFORMATION, (2) ATTACH THIS FORM TO THE REQUIRED INSURANCE CERTIFICATION, AND (3) SEND TO THE ADDRESSES IN PARAGRAPH 4.

Name of Insurance Representative:	
Direct Telephone Number:	Email Address:

1. GENERAL

Caterer shall obtain and thereafter maintain continuously throughout the term of this Agreement, at no expense to the City, insurance to protect the City from claims and risks in connection with activities performed by the Caterer by virtue of this Agreement or any use and occupancy of the premises authorized by this Agreement.

2. REQUIRED COVERAGES AND LIMITS OF LIABILITY

A. Commercial General Liability (CGL) Insurance:

<u>Coverages</u>	<u>Limits of Liability</u>
Premises/Operations)	\$1,000,000 each Occurrence CSL BI and PD
Products/Completed Operations)	
Contractual)	
Independent Contractors)	
Personal/Advertising Injury	\$1,000,000 each Offense
Stop Gap/Employer's Liability	\$1,000,000 each Accident/Disease/Employee
Fire Legal	\$ 100,000 each Occurrence

B. Automobile Liability Insurance: Coverage shall apply to owned, non-owned, leased or hired vehicles. Minimum limit of liability shall be \$1,000,000 each Occurrence CSL BI and PD.

C. Worker's Compensation Insurance: Caterer shall secure its liability for industrial injury to its employees, or the employees of any subcontractors who supply services under this Agreement, in accordance with the provisions of Title 51 of the Revised Code of Washington. Caterer waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance, of the Revised Code of Washington. If the Caterer is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Caterer 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.

D. Liquor Liability Insurance (If Alcoholic Beverages are Served:) Commercial Liquor Liability Insurance with minimum limits of \$2,000,000 Each Common Cause/\$2,000,000 Annual Aggregate is required.

3. CONDITIONS

- A. Security of Insurers.** Insurer(s) shall either be rated A- VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or filed as surplus lines by a Washington surplus lines broker unless otherwise approved by the City of Seattle Risk Management Division.
- B. Additional Insured.** Except for Worker's Compensation (paragraph 2.C., above), all insurance policies shall be endorsed to include the City of Seattle, the Seattle Public Library and the Seattle Public Library Foundation as additional insureds for primary limits of liability subject to a severability of interest clause. As respects CGL insurance (including liquor liability, if required), ADDITIONAL INSURED STATUS MUST BE DOCUMENTED BY MEANS OF EITHER AN APPROPRIATE ADDITIONAL INSURED ENDORSEMENT TO THE POLICY OR AN APPROPRIATE BLANKET ADDITIONAL INSURED POLICY WORDING, A COPY OF WHICH MUST BE ATTACHED TO THE INSURANCE CERTIFICATION.
- C. Deductibles.** Caterer is responsible for payment of any claim within any deductible or self-insured retention. If the Caterer's insurance contains deductibles or self-insured retentions in excess of \$25,000, the Caterer shall disclose such amount and the City reserves the right evaluate Caterer's risk bearing capacity. Caterer shall provide necessary financial reports and information to facilitate this.
- D. Notice of Cancellation.** In the event of cancellation, Caterer's Insurer shall provide the City with written notice, accompanied by the actual reason therefore, that must be actually delivered or mailed 45 days prior to the effective date of the cancellation (except 30 days as respects insurance procured under the provisions of chapter 48.15 RCW and 10 days prior to the effective date of the cancellation as respects nonpayment of premiums).

4. REQUIRED EVIDENCE OF INSURANCE

- A.** Certificate of insurance, a binder or a copy of declarations pages; and
- B.** An attached copy of the additional insured endorsement or blanket additional insured policy wording to the CGL policy. **Certificate of insurance without an attached copy of an additional insured endorsement or blanket additional insured policy wording WILL NOT BE APPROVED.**

Attach insurance certification to this Transmittal Coversheet and send to each of the following. (If certification is faxed or emailed, it is not necessary to send an original by mail.)

City of Seattle
 Risk Management Division
 P.O. Box 94669
 Seattle, WA 98124-9669
 Fax: (206) 615-0065
 Email: riskmanagement@seattle.gov

The Seattle Public Library
 Events Services
 1000 Fourth Avenue
 Seattle, WA 98104-1109
 Fax: (206) 386-4119
 Email: alex.field@spl.org

NOTE TO INSURANCE BROKER: We strive for initial and timely compliance with insurance requirements to save all parties concerned time and money. If there are any questions or issues, contact City of Seattle Risk Management at (206) 386-0071 BEFORE issuing certification.