



Insurance Requirement Sheet

To ensure optimal protection for our guests as well as our own organization we ask our guests to provide sufficient insurance coverage. Most organizations are already covered by general insurance and will have no problems providing special event insurance as described on this page. Organizations that do not have such coverage may purchase insurance coverage through NatureBridge (with exceptions to youth groups). Note that there is a non-alcohol policy for all bookings.

Please read the following requirements carefully as no changes or additions will be accepted. We recommend that you forward this information sheet to your insurance company. Enclosed are samples of the required Certificate of Liability Insurance and Additional Insured Endorsement or General Liability Broadening Endorsement documents. NatureBridge reserves the right to cancel the reservation if these requirements are not met.

The insurance must be in effect at all times during the reservation period, including early arrivals and late departures.

Insurance Requirements, per the Conference Use Agreement:

Comprehensive General Liability (CGL) insurance with limits of liability of not less than: Bodily Injury - \$1 million (\$1,000,000) each person per occurrence/aggregate; Property Damage - \$1 million (\$1,000,000) per occurrence/aggregate. This policy shall cover, among other risks, contractual liability, personal injury, premises liability, and advertising injury, with limits of liability identical to coverage for Bodily Injury as stated above.

In the event of any of the Conference Guests are aged 17 years or younger, unless NatureBridge otherwise agrees in writing, the insurance required by this section shall include sexual abuse and molestation coverage of at least \$1 million (\$1,000,000) each person per occurrence.

The Certificate of Insurance MUST contain the following statements:

“NatureBridge as defined in the Conference Center Use Agreement are named as additional insured.”

“The insurance afforded herein to the named additional insured(s) shall be primary and non-contributory with all other insurance carried by the named additional insured(s).”

Certificate Holder: NatureBridge, 28 Geary St, Suite 650, San Francisco, CA 94108

A copy of the certificate with the additional insured endorsement **must be received by NatureBridge at least two weeks prior to arrival.**

Please send to: NatureBridge Golden Gate, 1033 Fort Cronkhite, G.G.N.R.A. Sausalito, CA 94965 or email to nsekowski@naturebridge.org Fax: (415) 332-5784 Phone: (415) 332-5771 x18



CERTIFICATE OF LIABILITY INSURANCE

KIMSM-1

OP ID: KI

DATE (MM/DD/YYYY)
10/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Daniel J. Costello	Phone: 415-493-2500 Fax: 415-493-2505	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ABC Company	INSURER A : XYZ Insurance Company	INSURER B :	INSURER C :
	INSURER D :	INSURER E :	INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			1234567	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as additional insured with respects to insureds operations per attached endorsement

The insurance afforded here to the named additional insured(s) shall be primary and non-contributory with all other insured carried by the named additional insured(s).

CERTIFICATE HOLDER**CANCELLATION**

NatureBridge 28 Geary Street, Suite 650 San Francisco, CA 94108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel J. Costello
------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

<p>Name of Additional Insured Person(s) or Organization(s):</p> <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

RIVERPORT INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE

Broadened Bodily Injury

Broadened Personal and Advertising Injury

Broadened Property Damage

Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000

Broadened Medical Payments - \$10,000

Broadened Supplementary Benefits

a. Bail Bonds - \$1,000

b. Expenses Incurred to Assist in Defense - \$500 per Day

Broadened Newly Acquired or Formed Organization

Broadened Non-Owned or Chartered Watercraft or Aircraft

Broadened Commercial General Liability Conditions

a. Duties in the Event of Occurrence, Offense, Claim, or Suit

b. Liberalization – Automatic Coverage If We Adopt Broader Coverages

c. Notice to Company

Automatic Coverage for “Special Events”

Automatic Additional Insureds

a. Athletic Activity Participants

b. Contractual Obligations

c. Funding Sources

d. Manager or Lessor of Premises

e. Owner, Manager, Operator, or Lessor of “Special Event” Premises

f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed

g. Limitations

Blanket Waiver of Subrogation

Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

RIVERPORT INSURANCE COMPANY

1. BROADENED BODILY INJURY

SECTION V – DEFINITIONS

Item 3. is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

2. BROADENED PERSONAL AND ADVERTISING INJURY

SECTION V – DEFINITIONS

Item 14. is replaced with:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.
 - a. False arrest, detention, or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
 - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 - e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy; or
 - f. Misappropriation of advertising ideas or style of doing business; or
 - g. Infringement of copyright, title, or slogan.
 - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

SECTION I – COVERAGES

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions, Paragraphs b. and c. are replaced with:

(b) Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(c) Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

3. BROADENED PROPERTY DAMAGE

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, Paragraph a. is replaced with:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

4. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

A. SECTION III – LIMITS OF INSURANCE

Paragraph 6. is replaced with:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

- c. \$500,000; or
- d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

B. SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

C. SECTION IV – COMMERCIAL

GENERAL LIABILITY CONDITIONS

4. Other Insurance, Item b. (1) (b) is replaced with:

- (b) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises

RIVERPORT INSURANCE COMPANY

rented to you or temporarily occupied by you with permission of the owner; or

D. SECTION V – DEFINITIONS

Item **9.a.** is replaced with:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

E. This Broadened Coverage is subject to all the terms of **SECTION III – LIMITS OF INSURANCE.**

F. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

5. BROADENED MEDICAL PAYMENTS

A. SECTION III – LIMITS OF INSURANCE

The following provision is added to Paragraph **7:**
The Medical Expense Limit shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

B. This Medical Expense Limit is subject to all the terms of **SECTION III – LIMITS OF INSURANCE.**

C. This above Medical Expense Limit does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

6. BROADENED SUPPLEMENTARY PAYMENTS SECTION I – COVERAGES SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Paragraphs **1.b.** and **1.d.** are replaced with:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$500 a day because of time off from work.

7. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

SECTION II – WHO IS AN INSURED

Item **3.a** is replaced by the following:

3. a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

8. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Paragraph **2.g.** is replaced by the following:

2. g. “Bodily injury” or “property damage” arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, “auto,” or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and “loading or unloading,”

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to premises you own or rent, provided the “auto” is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance, or use of aircraft, watercraft, or “autos”; or
- (5) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **SECTION V – DEFINITIONS**, Paragraph **12.**, “Mobile Equipment”; or
- (6) An aircraft you do not own that is:
 - (a) Hired, chartered, or loaned with a crew; and
 - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for “bodily injury” or “property damage” which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph **g. (6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

9. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS Paragraph 2. Duties in The Event Of Occurrence, Offense,

RIVERPORT INSURANCE COMPANY

Claims Or Suit is amended to add the following provision:

- e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a., 2.b.,** and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

B. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following provisions are added:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

10. AUTOMATIC COVERAGE FOR "SPECIAL EVENTS"

- A. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

B. SECTION V – DEFINITIONS

This Section is amended to add the following paragraph:

23. "Special Event" means any event:

- a. The purpose of which is to raise funds for you; or
- b. To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or
- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

11. SECTION II – WHO IS AN INSURED

The following provisions are added:

5. Automatic Additional Insured(s)

a. Additional Insureds – Athletic Activity Participants

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. **However, no such person is an insured for:**

- (a) "Medical expenses" under **COVERAGE C. MEDICAL PAYMENTS.**

- (b) "Bodily Injury" to:

- (i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or

- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

- (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

- (i) A co-participant, your volunteer worker, or your "employee"; or

- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured – Contractual Obligations

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:

- (i) Your ongoing operations performed for such Additional Insured; or

- (ii) Such Additional Insured's financial control of you; or

- (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

- (iv) A permit issued to you by a state or political subdivision.

- (b) Coverage does not apply to any "occurrence" or offense:

- (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

RIVERPORT INSURANCE COMPANY

- (ii) Which takes place after you cease to be a tenant in that premises.
 - (c) With respect to architects, engineers, or surveyors, coverage does not apply to “Bodily Injury,” “Property Damage,” “Personal Injury,” or “Advertising Injury” arising out of the rendering or the failure to render any professional services by or for you including:
 - (i) the preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) supervisory, inspection, or engineering services.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
 - (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this Paragraph (d) does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.
- c. Additional Insured – Funding Sources**
 - (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or “your work” for such Additional Insured, and only to the extent set forth as follows:
 - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- d. Additional Insured – Manager or Lessor of Premises**
 - (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an “insured contract,”
 - (i) currently in effect or to become effective during the term of this policy; and
 - (ii) executed prior to the “bodily injury,” “property damage,” “personal injury”, or “advertising injury.”
 - (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy’s terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured

RIVERPORT INSURANCE COMPANY

whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or
- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

- (a) A written contract; or
- (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
 - (i) currently in effect or to become effective during the term of this policy; and
 - (ii) executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does **not** apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
- (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured – Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

- (a) "Bodily injury" or "personal injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
 - (iii) Arising out of his or her providing or failing to provide professional health care services.
- (b) "Personal Injury":
 - (i) to a co-"employee" while in the course of his or her employment, or
 - (ii) to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above;
 - (iii) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury

RIVERPORT INSURANCE COMPANY

described in Paragraph **(b) (i)** or **(b) (ii)** above.

- (c)** "Property damage" to property:
- (i)** owned, occupied or used by; or
 - (ii)** rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured – LIMITATIONS

- (1)** The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

- (a)** With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
- (b)** If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

- (2)** If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) SECTION V – DEFINITIONS,

This section is amended to add the following Item **24**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

- (4)** All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

12. BLANKET WAIVER OF SUBROGATION

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item **8.** is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

- a.** If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b.** If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

13. PRIORITY OF APPLICATION FOR MULTIPLE INSURED(S)

SECTION III – LIMITS OF INSURANCE

This Section is amended to add the following paragraph:

- 8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
- a.** You;
 - b.** Your "executive officers," directors, "employees," and
 - c.** Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.