

## Attachment B - Insurance Requirements

The User, at their sole expense, shall obtain and maintain insurance for the term of this Agreement, as well as throughout all applicable statutes of limitation and statutes of repose. User's insurance shall be primary over any insurance or retention the College may carry with the College's insurance and/or retention(s) being excess and non-contributory.

There shall be no cancellation, material change, reduction of limits, reduction in any aggregate limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the User or its insurer(s) to the College. Evidence of the required coverage shall be issued by a company satisfactory to the College, shall be approved by the College by way of Certificate of Insurance, and shall be filed and approved by the College **prior to facility use**. A minimum 30-day written notice of cancellation or material change of coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

The College shall have the right to approve all insurers under this Agreement. The College reserves the right to reject any or all insurance companies with an unacceptable financial rating.

**General Liability – Required -**

User shall provide and maintain a commercial general liability policy written on an occurrence form with limits not less than:

- \$2,000,000 General Aggregate
- \$1,000,000 Products and Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

The General Liability policy shall include a waiver of subrogation in favor of the College. Contractors are required to provide a certificate naming Chemeketa Community College, its board members, directors, employees, officers, volunteers, and agents as primary *additional insured* for the work or services performed under this agreement as well as for completed operations. A copy of the endorsement shall be attached to the certificate of insurance. The Certificate of Insurance must state **Facility Use Agreement**.

**Hold Harmless and Indemnification Clause**

The User shall indemnify, defend, and hold harmless Chemeketa Community College, its board members, directors, employees, officers, volunteers, and agents from any claims, actions, liability or cost, including attorneys' fees and/or cost of defense arising out of or in any way relating to the work performed under this agreement, and arising from the sole or joint negligence of the User, except to the extent otherwise void under ORS 30.140.

**Waivers or Exceptions**

Any exceptions or waivers to these requirements shall be subject to review and approval by the College.

**Where to Send Certificates of Insurance**

Certificates of Insurance shall be sent to Chemeketa Eola via email by **responding to the event proposal email you received** or by emailing it to eolaevents@chemeketa.edu.

**OPTIONS TO OBTAIN INSURANCE COVERAGE CAN BE FOUND ON PAGE 2**

## OPTIONS TO OBTAIN INSURANCE COVERAGE

### STATE AGENCY LIABILITY INSURANCE

The State of Oregon provides a generic certificate of insurance coverage for state groups reserving meeting space. This certificate is updated every fiscal year and can be found here:

<https://www.oregon.gov/das/Risk/Pages/CertCovRequest.aspx>

### PRIVATE/NON-PROFIT/CORPORATE LIABILITY INSURANCE

A liability insurance policy may be obtained through your personal or corporate insurance company or online from websites like <http://www.specialeventinsurance.com> or [www.eventsured.com](http://www.eventsured.com). However, it is important to note that the college requires **COMMERCIAL** liability coverage, which not all companies can provide.

The fastest and easiest way to obtain coverage as a private renter is to utilize PACE's TULIP insurance program, which provides lower-cost special event insurance for groups using college facilities. The quote will generally amount to \$75 (unless you have unusual circumstances or add additional coverage.)

1. Go to [www.gatherguard.com](http://www.gatherguard.com) and click "Get a Quote"
2. Select your event type
3. Answer the short series of questions (usually "no")
4. Search for "Chemeketa Eola" as the venue, select it, complete the event information, and confirm purchase. You will have the option to add increased coverage if you choose, but the basic coverage offered of a **\$1,000,000 limit for each incident (Occurrence)** will satisfy Chemeketa's requirements. (Note: Liquor coverage is automatically included for Chemeketa Eola, so there is no need to add additional liquor coverage if your event includes alcohol service.)
5. **PLEASE EMAIL A COPY OF THE POLICY AT LEAST ONE WEEK PRIOR TO YOUR EVENT BY REPLYING TO THE EMAIL YOU RECEIVED WITH YOUR EVENT PROPOSAL LINK** (or email [eolaevents@chemeketa.edu](mailto:eolaevents@chemeketa.edu)).

#### BASIC COVERAGE THROUGH TULIP INCLUDES:

- \$1,000,000 - This is the maximum amount the insurer will pay for all claims resulting from a single occurrence. The number of injuries, damaged property and claims do not affect this amount.
- \$250,000- Damage to Rented Premises (Each Occurrence)
- Excluded - Medical Expense
- \$1,000,000 - Products - Completed Operations Aggregate
- \$1,000,000 - Personal and Advertising Injury
- \$2,000,000 - General Aggregate - The aggregate limit is the maximum amount an insurer will pay for covered losses during a policy period.
- Included - Host Liquor (Required when your venue serves alcoholic beverages or allows alcoholic beverages to be consumed on the premises. Includes coverage for hosted or cash bars.)