

LICENSEE shall provide public liability insurance from a carrier with an **AM Best rating of A or better and a financial rating of seven (7) or better**, in an amount not less than \$1,000,000, for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 general aggregate, and property damage insurance in an amount not less than \$500,000; business automobile liability minimum limits for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence; workers' compensation as required under California State Law with Employer's Liability \$1,000,000. LICENSEE shall require and verify that all agents, co-sponsors, subcontractors and/or vendors associated with this license agreement maintain insurance meeting all the requirements stated herein, and LICENSEE shall ensure that the University is an additional insured on insurance certificates required from agents, co-sponsors, subcontractors and/or vendors.

LICENSEE shall furnish the University a certificate and endorsement of insurance prior to the commencement of the lease and or agreement. The certificate and endorsement will include the following as additional insured:

***That the State of California, Trustees of the California State University, California State University, California State Polytechnic University, Pomona; Associated Students Inc., Cal Poly Pomona (ASI); Cal Poly Pomona Foundation, Inc.; Cal Poly Pomona Philanthropic Foundation; and the employees, officers, directors, volunteers and agents of each as Additional Insured.***

***The State, the Trustees, and Cal Poly Pomona, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy.***

LICENSEE agrees that the insurance herein provided for shall be in effect at all times during the term of this lease. In the event said insurance coverage expires at any time or times during the term of this lease, LICENSEE agrees to provide STATE at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the lease or for a period of not less than one (1) year. In the event LICENSEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event.

Attached are sample certificate and endorsement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2016

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 have ADDITIONAL INSURED provisions or 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 Insurance Agent or Broker	Phone: Fax:	CONTACT NAME: First and Last Name PHONE (A/C, No, Ext): Phone Number FAX (A/C, No): Fax Number E-MAIL ADDRESS: Email Address
Address	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Name of Contracting Party with address	NAIC # NAIC #	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		Policy Number	03/24/2016	03/24/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ \$
<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		Policy Number	03/24/2016	03/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	Policy Number	03/24/2016	03/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

That the State of California, Trustees of the California State University, California State University, California State Polytechnic University, Pomona; Associated Students Inc., Cal Poly Pomona (ASI); Cal Poly Pomona Foundation, Inc.; Cal Poly Pomona Philanthropic Foundation; and the employees, officers, directors, volunteers and agents of each as Additional Insured. The State, the Trustees, and Cal Poly Pomona, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy.

**CERTIFICATE HOLDER****CANCELLATION**

California State Polytechnic University, Pomona 3801 W Temple Ave. Pomona, CA 91768	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 Signature
---	--

© 1988-2015 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**

**Name Of Additional Insured Person(s) Or Organization(s):**

That the State of California, the Trustees of the California State University, Cal Poly Pomona and the employees, officers, and agents of each of them are included as additional insured. The State, the Trustees, and Cal Poly Pomona, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy.

California State Polytechnic University, Pomona  
3801 W Temple Ave.  
Pomona, CA 91768

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. 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:

1. In the performance of your ongoing operations;  
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.