



NOTICE OF CONDITIONS – SIDEWALK VENDOR

As a condition of use of City of Walnut Creek property, you, the Vendor, must provide, at your sole expense, each of the following Insurance items as indicated. Proof of insurance comprised of certificate of insurance and original endorsements of comprehensive general liability insurance written by one or more responsible insurance companies licensed to do business in California.

1. Certificate of Insurance

- **General Liability policy**
 - \$2,000,000 per occurrence
 - \$4,000,000 general aggregate
 - Certificate Holder:
City of Walnut Creek
1666 Main Street
Walnut Creek, CA 94596

This insurance policy must include liability coverage for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

2. Endorsement(s)

- **Additional Insured Endorsement**

The endorsement MUST reference the General Liability policy number and must include the Primary and Non-contributory clause naming in its entirety:

“The City of Walnut Creek, its officials, officers, directors, employees and agents as additional insureds against liability for injury to persons, damage to property, and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees.”

- **Waiver of Subrogation** - In favor of the City of Walnut Creek

3. Other Provisions

The certificates and endorsements are to be on ISO-approved forms. The City will not accept a Certificate of Insurance alone as proof of insurance coverage.

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.
- f. Coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement; or (2) the broader coverage and maximum limits of the coverage available to the named Insured; whichever is greater.
- g. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
- h. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

You are strongly urged to show this letter (including the precise wording of these requirements) to your insurance agent or broker. Doing so will help you, your agent, and the City process the proper documents in a timely manner. Your Business License - Sidewalk Vendor Permit will not be approved until the proper insurance documents are received.

- Please sign and return one copy of this letter to indicate your receipt and understanding of each of the conditions listed above.

- A completed copy of the attached Hold Harmless and Insurance Agreement is also required.

Signature of Vendor Representative _____ Date _____

Business Name : _____

HOLD HARMLESS AND INSURANCE AGREEMENT

By my signature below, I hereby agree to and represent the following:

_____, as a condition of use of City of Walnut Creek facilities on the date(s) of _____, hereby agrees to, and shall, defend, indemnify, and hold harmless the City of Walnut Creek, its officials, officers, directors, employees, volunteers and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description, directly or indirectly, arising from usage or activities for which Use Permits are granted.

_____ will take full responsibility for seeing that use of City property and facilities is in full adherence and compliance with all applicable City rules and conditions, and the requirements of State Law.

On the date(s) of _____, commencing at 12:01 a.m. and expiring at 12:00 midnight, _____ will at its sole expense, maintain in full force and effect a policy or policies of comprehensive general liability insurance written by one or more responsible insurance companies licensed to do business in California, that will insure _____, and the City of Walnut Creek as an additional insured, against liability for injury to persons or property and for death of any person or persons with respect to usage or activities under the permit. Each such policy shall be subject to approval by City of Walnut Creek as to form and as to insurance company. The comprehensive general liability insurance policy limits of such insurance shall not be less than \$2,000,000 combined single limit.

Signature of Vendor Representative Date

Business Name