

For facility users, vendors and contractors entering into agreements with the City of Tucson for the purpose of special events and activities, a certificate of insurance that complies with the requirements referenced below must be furnished.

| INSURANCE REQUIREMENTS FOR ALL SPECIAL EVENTS & ACTIVITIES ON CITY-OWNED PROPERTY (INCLUDING FILMING): | | |
|---|--|--|
| 1 Commercial General Liability | 2 Commercial Auto Liability Scheduled, Hired and/or Non-Owned Auto | 3 Workers Compensation/Employers' Liability |
| \$2,000,000 Per Occurrence \$4,000,000 General Aggregate | \$1,000,000 Combined Single Limit (each accident) | Per AZ State Statute |
| REQUIRED Endorsement Pages | REQUIRED Endorsement Pages | REQUIRED Endorsement Page |
| <ul style="list-style-type: none"> ■ Additional Insured ■ Waiver of Subrogation ■ Primary & Non-Contributory <i>*An Umbrella/Excess Liability policy may be used in addition to CGL to satisfy required occurrence limits. If using this coverage, please indicate if it is FOLLOW FORM to the Commercial General Liability policy.</i> | <ul style="list-style-type: none"> ■ Additional Insured ■ Waiver of Subrogation <i>*Required for any scheduled, hired or non-owned vehicles that will operate or park in City right of way to conduct permit activity, including staff or volunteers using their own vehicle for load-in/load-out purposes.</i> <i>Note: If no scheduled autos--can be added under CGL Policy</i> | <ul style="list-style-type: none"> ■ Waiver of Subrogation <i>*Based on Arizona Revised Statute -required if you have more than one employee.</i> <i>Note: Umbrella required to go over Employer's Liability portion of policy</i> |

| EVENTS WITH LIQUOR | EVENTS INCLUDING CARNIVAL & AMUSEMENT RIDES: | EVENTS INCLUDING FIREWORKS AND PYROTECHNIC DISPLAYS: |
|---|---|--|
| Liquor Liability \$1,000,000 Liquor Liability <i>*In addition to the \$2M CGL requirement</i> | Commercial General Liability \$2,000,000 Per Occurrence <i>*Specialized rides subject to additional review & coverage by risk manager</i> | Commercial General Liability \$5,000,000 Per Occurrence <i>Note: Can be obtained through CGL & Umbrella (Follow Form) limit stacking</i> |
| (Include items 2 & 3 under general Events for Liquor, Carnival & Amusement Rides and Fireworks/Pyrotechnics) | | |

■ ALL APPLICANTS SHALL NAME THE CITY OF TUCSON AS AN ADDITIONAL INSURED ON ALL POLICIES (except workers compensation), and shall reflect this on a Certificate of Insurance.

Endorsement page(s) must be included with the certificate of insurance.

■ Policies shall be endorsed to include a WAIVER OF SUBROGATION endorsement in favor of the City of Tucson (including workers compensation). Also may be titled, "WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US".

Endorsement page(s) must be included with the certificate of insurance.

Note: Scheduled or Blanket Endorsements Are Acceptable

The Certificate of Insurance must show:

1. The City of Tucson, its agents, officers, employees and volunteers are named as "Additional Insured". **The endorsement must be included with the certificate.**
2. The City of Tucson shall be notified at least thirty (30) days prior to cancellation or alteration of any insurance coverage. A 10-day notice of cancellation for non-payment of premium is required.
3. Policies shall include a waiver of subrogation (or waiver of transfer of rights of recovery against other to us) endorsement in favor of the City of Tucson (including worker's compensation). **The endorsement must be included with the certificate.**
4. Commercial General Liability Including:
 - Bodily injury
 - Product/Completed Operations
 - Broad Form Property Damage
 - Contractual
 - Comprehensive Form
 - Premises Operation
 - Independent Contractors
 - Hazard
 - Personal injury

Address for Certificate: **City of Tucson**
 P.O. Box 27210
 Tucson, AZ 85726-7210

■ Complete and accurate certificates and supporting endorsement pages must be received by the City of Tucson **a minimum of ten (10) working days prior to the event.** Event permits will not be issued until all insurance requirements are satisfactorily met.

■ Applicant should obtain certificates of insurance from all vendors participating in this event, unless covered under applicant's insurance policy. Separate certificates of insurance shall be provided by all carnival and amusement companies and firework production companies with the limits shown in the table on page 1, and shall name the City of Tucson as Additional Insured.

**Additional insurance is not required for amusement vendors with insurance on file through Parks and Recreation Department Authorized Amusement Vendor List.*

■ Risk Management reserves the right to evaluate the liability of each event and assess the required insurance limits. Additional coverage may be required depending upon the nature and scope of the event.

■ Applicant agrees that any insurance available to the applicant shall be primary and non-contributory to the city's self-insured retention.

■ Specific date(s) and location(s) of the event, to include set up and take down, must be stated clearly on the certificate.

Please Note: The City of Tucson also maintains a Tenant User Liability Insurance Policy (TULIP) to provide an alternative to standard coverage when holding events on City-owned property. Auto Liability is not available for this policy, and the policy excludes amusement devices, including but not limited to inflatables, such as slides, bounce houses and jumping castles. Host liquor liability and primary liquor liability are available under this policy on a case-by-case basis.

For more information, please visit: tucsonaz.gov/business/special-events - Insurance Quote Request Form.



SAMPLES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 <i>This block identifies the Agent or Broker.</i> | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | Broker information | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED <i>The event host/contractor must be listed or appropriate sponsoring agency</i> | INSURER A: | <i>The insurer will be identified in this area, with the appropriate insurer letter (A,B,C, etc..) appearing in INSR LTR section in the far left margin</i> | |
| | 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 |
|-------------------------------------|---|--|-------------------------------------|---------------|---|--|--|
| <input checked="" type="checkbox"/> | GENERAL LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | <i>Check policy term NOTE: it should cover event dates</i> | | EACH OCCURRENCE \$ 2,000,000 |
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | |
| <input type="checkbox"/> | CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ | |
| <input type="checkbox"/> | | | | | | PERSONAL & ADV INJURY \$ | |
| <input type="checkbox"/> | | | | | | GENERAL AGGREGATE \$ 4,000,000 | |
| | NOTE: Liquor Liability may be included w/CGL. Must be indicated and will increase per occurrence limit to \$3,000,000 | | | | | | PRODUCTS - COMP/OP AGG \$ |
| <input checked="" type="checkbox"/> | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| <input checked="" type="checkbox"/> | POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| <input checked="" type="checkbox"/> | AUTOMOBILE LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | <i>Automobile Liability required if utilizing vehicles employing staff utilizing their person vehicle to provide event</i> | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| <input checked="" type="checkbox"/> | ANY AUTO | | | | | BODILY INJURY (Per person) \$ | |
| <input checked="" type="checkbox"/> | ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ | |
| <input checked="" type="checkbox"/> | HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ | |
| <input type="checkbox"/> | | | | | | | |
| <input type="checkbox"/> | UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | | | <i>May be used in addition to CGL limits to satisfy required occurrence limits. NOTE: Be sure the policy number is listed and effective dates include the event dates</i> | | EACH OCCURRENCE \$ |
| <input type="checkbox"/> | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ | |
| <input type="checkbox"/> | DED <input type="checkbox"/> RETENTION \$ | | | | | | |
| <input checked="" type="checkbox"/> | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | <input checked="" type="checkbox"/> | | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER Statutory |
| <input type="checkbox"/> | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | | E.L. EACH ACCIDENT \$1,000,000 |
| <input type="checkbox"/> | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. DISEASE - EA \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| | <i>Additional Coverages will be listed here</i> | | | | | | |

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

The City of Tucson and its appointed and elected officials, directors, officers, employees and volunteers are endorsed under General Liability and auto as Additional Insured. For (insert event name) on (insert event dates)

This section may also include language on the following:

- 1) Additional Insured
- 2) Waiver of Subrogation
- 3) Liquor Liability

ENDORSEMENTS REQUIRED FOR ADDITIONAL INSURED AND WAIVER OF SUBROGATION

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| <i>City of Tucson P.O. Box 27210 Tucson, AZ 85726-7210</i> | 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 <i>SIGNATURE REQUIRED</i> |

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 05 09

Look for policy Number

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) |
| <div>This cannot be left blank. It must have our name or the "as required by contract or agreement" language</div> |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations |

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 ongoing operations; or
- B. In connection with your premises owned by or rented by you.

WAIVER OF **TRANSFER OF RIGHTS OF RECOVERY** AGAINST OTHER TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

This cannot be left blank. It must have our name or the "as required by contract or agreement" language

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

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us of Section IV – Conditions**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards". This waiver applies only to the person or organization shown in the Schedule above.

The important language is highlighted.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

CITY OF TUCSON PO BOX 27210, TUCSON, AZ 85726-7210.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

Schedule

Designated Additional Insured: City of Tucson

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

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Designated Additional Insured shown in the Schedule provided that:

1. The Designated Additional Insured is a Named Insured under such other insurance; and
2. You have agreed in a written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Designated Additional Insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

HIRED AUTO AND NON-OWNED AUTO LIABILITY

A. Insurance is provided only for those coverages for which a specific limit or premium charge is shown in the Declarations.

1. HIRED AUTO LIABILITY

The insurance provided under **SECTION II – LIABILITY; A. Coverages 1. Business Liability**; applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

2. NON-OWNED AUTO LIABILITY

The insurance provided under **SECTION II – LIABILITY; A. Coverages 1. Business Liability**; A. Coverages 1. Business Liability, applies to “bodily injury” or “property damage” arising out of the use of any “non-owned auto” in your business by any person other than you.

B. For insurance provided by this endorsement only:

1. The exclusions, under **SECTION II – LIABILITY; B. Exclusions; 1. Applicable to Business Liability Coverage**; other than exclusions **a., b., d., f. and i.** and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. “Bodily injury” to:

(1) An “employee” of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured’s business; or

(2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(i) Liability assumed by the insured under an “insured contract”; or

(ii) “Bodily injury” arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. “Property damage” to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured,

2. SECTION II – LIABILITY; C. Who Is An Insured; is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

a. You;

b. Any other person using a “hired auto” with your permission;

c. For a “non-owned auto”, any partner or “executive officer” of yours, but only while such “non-owned auto” is being used in your business; and

d. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a., b. or c.** above.

None of the following is an insured:

- (1) Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - (2) Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
 - (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - (4) The owner or lessee (of whom you are a sub lessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
 - (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
3. This insurance does not apply: If you regularly deliver the good or products which you are in the business of selling, "Bodily Injury" or "Property Damage" arising out of the delivery of those goods or products.
 4. This insurance does not apply: If you deliver any goods or products for a charge, "Bodily Injury" or "Property Damage" arising out of the delivery of those goods or products.
- C. The following additional definitions apply:
23. **"Auto Business"** means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 24. **"Hired Auto"** means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees" or members of their households, or from any partner or "executive officer" of yours. This DOES NOT include any "Auto" you lease for a period of more than 30 consecutive days.
 25. **"Non-Owned Auto"** means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EVENT AUTO COVERAGE

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

Insurance is provided only with respect to those coverages that are shown as included by entering a "X" in the SCHEDULE:

| SCHEDULE | |
|---|----------|
| Coverage | Included |
| Hired Auto and Non-Owned Auto Liability | |
| Hired Auto Liability | X |
| Non-Ownership Liability | X |
| Physical Damage - Hired Auto / Care Custody or Control | |
| \$50,000 Limit per "Auto" | |
| \$1000 Deductible each accident | |
| Collision | |
| Other than Collision | |

(If no entry appears above, information required to complete this Endorsement will be shown in the Schedule of the Declarations as applicable to this Endorsement.)

HIRED AUTO AND NON-OWNED AUTO LIABILITY

HIRED AUTO LIABILITY

The insurance provided under SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your employees in the course of your special event described in this policy.

With respect to the insurance provided by this endorsement:

1. The exclusions, under SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, other than exclusions a., b., d., f. and i. and the Nuclear Liability Exclusion (Broad Form), are deleted and replaced by the following:

- a. "Bodily injury":

- (1) To an employee of the insured arising out of and in the course of employment by the insured; or
- (2) To the spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. SECTION II – WHO IS AN INSURED is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner or executive officer of yours, but only while such "non-owned auto" is being used in your special event described in this policy.
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
- b. Any partner or executive officer with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) or a "hired auto" or the owner of a "non-owned auto" or any agent or employee of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

NON-OWNED AUTO LIABILITY

The insurance provided under SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your special event described in this policy by any person other than you.

DEFINITIONS

The following additional definitions apply to hired and non-owned auto liability:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

"Hired auto" means any "auto" you lease, hire, or borrow. This does not include any "auto" you lease, hire, or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.

"Non-owned auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your special event described in this policy. However, if you are a partnership a "non-owned auto" does not include any auto owned by any partner.

CONDITIONS

For the purpose of this endorsement only, the following Conditions are added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Excess Liability

The insurance provided herein is excess over any other insurance covering auto liability whether such other insurance is provided on a primary, excess, contingent or any other basis.

Motor Vehicle Liability Financial Responsibility

- a. When this Coverage Part is certified as proof of financial responsibility under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

PHYSICAL DAMAGE

COVERAGE

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "covered auto" or "covered auto" equipment left in the "insured's" care custody or control while the "insured" is operating the "auto" in the course of your special event described in this policy under:
 - a. Collision Coverage
Caused by:
 - (1) The "covered auto" collision with another object; or
 - (2) The "covered auto" overturn.
 - b. Other than collision Coverage
From any cause except:
 - (1) The "covered auto" collision with another object; or
 - (2) The "covered auto" overturn.
2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.
3. Who Is An Insured
The following are "insureds" for "loss" to "covered auto" and its equipment:
 - a. You.
 - b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

EXCLUSIONS

1. This insurance does not apply to any of the following:
 - a. Contractual Obligations
Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to any "auto" you hire; or any liability for "loss" that the "insured" would have in the absence of the contract or agreement.
 - b. Theft
"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.
2. We will not pay for "loss" to any of the following:
 - a. Tape decks or other sound reproducing equipment unless permanently installed in a "covered auto".
 - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "covered auto" manufacturer for the installation of a radio.
 - d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- 3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

LIMITS OF INSURANCE AND DEDUCTIBLES

Regardless of the number of "covered autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" is the Limit of Insurance shown in the Schedule minus the applicable deductibles for "loss" caused by collision or other than collision.

Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

EXCESS INSURANCE

Physical Damage Coverage remains applicable on a legal liability basis. Coverage applies without regard to your or any other "insured's" legal liability for "loss" to a "covered auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the hired "covered auto" owner.

ADDITIONAL PHYSICAL DAMAGE DEFINITIONS

The following additional definitions apply to physical damage:

As used in this coverage extension:

"Covered auto" means:

- a. any "auto" you lease, hire, or borrow; or
 - b. any "auto" you do not own, lease, hire or borrow in the care, custody or control of the insured;
- and is used in connection with your special event described in this policy.

This does not include:

any "auto" you lease, hire, or borrow from any of your employees or members of their households, or from any partner or executive officer of yours, or if you are a partnership any auto owned by any partner.

"Loss" means direct and accidental loss or damage and includes any resulting loss of use.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.