

TORRANCE MUNICIPAL AIRPORT – ZAMPERINI FIELD

3301 Airport Drive, Torrance, CA 90505

INSURANCE REQUIREMENTS AS STATED IN THE STANDARD TERMS AND CONDITIONS OF THE AIRPORT NON-AVIATION HANGAR RENTAL AGREEMENT

DOCUMENTED EVIDENCE OF EACH NUMBERED ITEM BELOW IS REQUIRED.

Each insurance provision below must be met in order to be in compliance with the City of Torrance Airport Non-Aviation Hangar Rental Agreement. The City will need evidence of each of the following provisions:

User shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the User's possession, occupancy, operation or use of the premises by the User, its agents, representatives, employees, subcontractors, and guests. Coverage shall be at least broad as follows:

_____ 1) **Commercial General Liability Insurance with no Aviation or Airport exclusion:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

_____ 2) **Property Insurance:** User shall maintain not less than \$1,000,000 fire legal liability on all real property, including improvements and betterments owned by the City, and shall name the City as a loss payee. User shall also provide fire insurance on all personal property contained within or on the leased premises. The policy must be written on an "all risks" basis, excluding earthquake and flood. The contract shall insure at full replacement cost of the actual cash value of the personal property, and User shall name the City as an additional insured.

_____ 3) **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if User has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. If the User maintains broader coverage or higher limits than the minimums shown above, the City shall be entitled to the broader coverage or higher limits maintained by the User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

_____ 4) **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use, occupancy, operations or maintenance of the leased premises, including work or operations performed by or on behalf of User. CGL coverage can be provided in the form of an endorsement to the Tenant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37).

Primary Coverage: For any claims related to this Agreement, the Users insurance shall be primary coverage as least as broad as Insurance Services Office Form CG 20 01 04 13 as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the User's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City.

Waiver of Subrogation: Tenant hereby grants to the City a waiver of any right of subrogation which any insurer of said User may acquire against the City by virtue of payment of any loss. User agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage: User shall furnish the City with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City before the lease commences. However, failure to obtain required documents prior to the lease beginning shall not waive the User's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

****A copy of your entire insurance policy must be submitted to the Airport Administration for review.**

If you have any questions, please contact the Airport Administration at 310-784-7900 or airportadmin@torranceca.gov.

Proof of insurance must be provided before signing a rental agreement.