

EXHIBIT D
CITY OF APPLETON
INSURANCE REQUIREMENTS
SPECIAL EVENTS

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to the event date and remain in force throughout the event, including the clean-up period after the event.

The event shall not commence until proof of insurance required has been provided to the applicable department and before the event is considered for approval by the City of Appleton

1. INSURANCE REQUIREMENTS

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations coverage with the following minimum limits and coverage:

1.	Each Occurrence limit	\$1,000,000
2.	Personal and Advertising Injury limit	\$1,000,000
3.	General aggregate limit (other than Products–Completed Operations)	\$2,000,000
4.	Products–Completed Operations aggregate	\$2,000,000
5.	Fire Damage limit — any one fire	\$50,000
6.	Medical Expense limit — any one person	\$5,000
7.	Watercraft Liability, (Protection & Indemnity coverage) “if” the event includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.	

B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

C. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with \$100,000 Each Accident/\$500,000 Disease Policy Limit/\$100,000 Disease – Each Employee or with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.

D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. **(Must carry Umbrella Liability if Special Event exceeds 2,000 attendees)**

- E. Aircraft Liability, “if” the event includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- F. Liquor Liability – if the event holder is selling or serving alcoholic beverages, then Liquor Liability must be purchased/carried with a limit of \$1,000,000 Each Occurrence and \$1,000,000 General Aggregate.

2. APPLICABLE PROVISIONS

- A. **Primary and Non-Contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of event - **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent. This does not apply to Workers Compensation Policies.**
- D. Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 or its equivalent must also be provided with the certificate.** These policies shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton.