

Application for Indoor Rental Permit – Hillcrest Center for the Arts

Applicant Information

Name of Patron / O	rganization:		Today's Date:				
Phone Number:	E-M	ail Address:					
Street Address:		City:		Zip:			
Reservation Details	(One-Time Rental) Contact th	e Center Supervisor for Recu	rring Rent	als			
Type of Event / Acti	vity:	Estimated Attendance:					
Preferred Room(s):	Large Rehearsal Room	Small Rehearsal Room	Theatre [Patio / Outdoor Stage			
Date(s) Requested:		Day(s) of the Week: _					
Time of Reservation	(4-Hour Minimum) No Early E	Entry					
Set-Up Time:	From To	(1-Hour Minimum)				
Program Time:	From To	(Actual Event Time	·)				
Clean-Up Time:	From To	(1-Hour Minimum) Tota	al Hours:			
Additional Conside	rations						
Are you requesting	room set up by CRPD staff?	No Yes:					
Will the event be op	pen to the public?	Yes					
Any marketing f	for the event must state "Not a	ffiliated with CRPD" and may	not use ar	y CRPD logos or imagery.			
Will admission be cl	narged (or will donations be re	quired)? No Yes –	Amount: \$				
❖ If so, how are th	e proceeds to be used?						
Will alcohol be serve	ed? No Yes; For Free	e Yes; For Sale (A valid ABG	C License is re	equired if alcohol will be sold.)			
Will any outside ver	ndors (caterers, attractions, etc.) be used? No Yes	– Type:				
a <i>Certificate of</i> District and the	ors (including caterers, attracting the limits of the line of thousand Oaks as additional outside vendors attending the line of the line o	onal Insured Endorsement na ditional insured. The permite	ming the (ee is respo	Conejo Recreation & Park nsible for collecting these			
Is the rental group a	a member of the Arts Council o	of the Conejo Valley (ACCV)?	☐ No	Yes			
❖ As member, wo	uld you like to have ACCV's ins	surance cover this rental?	☐ No	Yes (Hourly Fee Applies)			

Rental Fees & Requirements - Hillcrest Center for the Arts

Hourly Rental Fees Room / Area (Max Capacity)		Class 4 In-District Residents * Class 6 Out-of-District Residents		Class 3 Non-Profit / Government	ACC	Class 2 V Member anizations			
Large Rehearsal Room (Max: 150)		\$48.60	\$72.90	\$36.45		529.16			
Small Rehearsal Room (Max: 25)		\$31.60	\$47.40	\$23.70		\$18.96			
Patio / Outdoor Stage (Max: 120)		\$52.40	\$78.60	\$39.30		\$31.44			
Theatre, Hourly (Max: 270 + 120 Audience)		\$62.40	\$93.60	\$46.80	\$	\$37.44			
Theatre, Per Performance (See Above)		\$940.00	\$1,410.00	\$705.00	\$564.00				
Fees & Refundable Deposits (Refundable Deposits will be returned to permittee if the facility is left clean and without damage.)									
Application Fee (Non-Refundable)		\$15.00	ACCV Insurance	nsurance (Hourly Rate)					
HCFA Facility Deposit		\$350.00	Alcohol Deposit			\$150.00			
Steinway Piano with Tuning		\$285.00	Knabe Piano with Tuning			\$260.00			
Steinway Piano without Tuning		\$105.00	Knabe Piano without Tuning			\$78.75			
CRPD Facility Attendant (Hourly Rate; See Beld	ow)	\$24.00	CRPD Theatre Technician (Hourly Rate)			\$30.00			

^{*} In-District Residents rate applies to residents of Thousand Oaks, Newbury Park, and the Ventura County portion of Westlake Village.

Staffing and Security Requirements

- One CRPD Facility Attendant is required for the duration of the event for every 100 people in attendance.
- An additional CRPD Facility Attendant is required for permits running past 7:00pm (with a 3-hour minimum).
- CRPD staff will determine which facility doors remain open, closed, or locked for safety and/or noise concerns.
- For parties over 100 people and serving food and/or alcohol, a minimum 2-hour clean-up period is required.
- For parties with alcohol, one security guard per 50 people in attendance is required.

Applicant Signature:	Date Signe	ed:		
		-		
	FOR OFFIC	E USE ONLY		
Date Received: Date En	tered in Reser	vations: I	Permit No.: _	
☐ Application Fee Paid ☐ Rental Dep	osits Paid	☐ Insurance Received	☐ All Fees	Paid In-Full
CRPD Facility Attendant Scheduled: ☐ Yes	□ N/A	Room Setup Templates Re	ceived: \square	Yes □ N/A
Daily Alcohol Sale Permit Received: ☐ Yes	□ N/A	Security Guard Contract Re	eceived: 🗆	Yes □ N/A
Pre-Event Walkthrough Date:	Staff:		Concerns:	□ No □ Yes *
Post-Event Walkthrough Date:	Staff:		Concerns:	□ No □ Yes *
Rental Deposits Refunded: Full Refund	☐ Partial R	efund; Amount Withheld: \$_		_ □ No Refund

^{*} Concerns from either walkthrough should be documented, photographed, and reported to the Recreation Supervisor or Coordinator immediately.



Rules and Regulations for Indoor Facility Rentals

THE GENERAL MANAGER reserves the right to cancel any application upon one week's notice (Article IV § 401).

PERMITS MAY BE REVOKED immediately—and all fees may be withheld—if the permittee or a guest in attendance willfully violates any rule or regulation established by CRPD or is found to have made false statements on the reservation application including, but not limited to, event attendance exceeding the amount listed on the application and/or room capacity.

ALCOHOL is not permitted at youth-oriented functions and may not be served to anyone under 21 years old.

- If alcohol will be served, one security guard is required for every 50 people in attendance, at least 30 minutes before and 30 minutes after serving. A security contract must be turned in at least 30 days prior to the event.
- If alcohol will be sold, or an admission fee is charged and alcohol is served, a daily sales permit must be obtained through the CA Dept. of Alcohol Beverage Control and turned in at least 10 days prior to the event.
- An event may not last longer than six hours or run later than 11:00pm if alcohol is being served at any point.
- Alcohol may only be served from the approved, designated bar area and may only be consumed inside the
 facility. All glass, including drinking glasses and beer bottles, must remain within the designated bar area.
 Only individual servings are allowed; bottles and/or buckets with bottles or cans may not be left on tables.

DECORATIONS must not cover or block fire extinguishers, exit signs, light switches, or doorways. Painter's tape may be used to hang or attach decorations. Any other type of adhesive or hardware including tacks, staples, or nails is prohibited. Decorations must be removed by the permittee at the end of the event.

ROOM SET-UP details must be submitted at least 30 days prior to the event. Room Set-Up templates are available.

APPLICATION FEE & DEPOSITS must be paid in-full when submitting the application. The application fee is non-refundable. Any refundable deposits will be returned within 10 business days of the event if the facility and the surrounding area are left clean and in the same condition they were found. A facility inspection must be conducted with CRPD staff before the event begins and also at the conclusion of the event. Failure to leave the facility and the surrounding area clean and undamaged may result in the forfeiture of all deposits.

ALL REMAINING RENTAL FEES must be paid in-full at least 30 days prior to the event.

CANCELLATIONS must be submitted to the office in writing. Requests for refunds will be granted as follows:

- A full refund, less the application fee, will be given if notice is received at least 45 days prior to the event date.
- A refund, less the application fee and deposits, will be given if notice is received less than 45 days prior.
- All fees will be withheld, including any refundable deposits, if the permittee fails to appear without notice.
- Any insurance fees paid to CRPD (if applicable) are non-refundable.

PERMIT CHANGES must be submitted at least 14 days prior to the event and require Center Supervisor approval.

PERMITTEE RESPONSIBILITIES include supervising children present, beginning and ending the event at the permitted times, and cleaning up the rental area, including picking up any trash and removing all decorations and signs.

I hereby acknowledge that I have read, understood, and agree to the Rules and Regulations outlined above.

Full Name of Applicant	Signature of Applicant	Date Submitted



Waiver, Consent, and Hold Harmless Agreement

I acknowledge and understand that the _	Hillcrest Center for the Arts (403 W. Hillcrest	: Drive, Thousand Oaks, CA 91360)
Tacknowledge and understand that the _	Location(s) & Faci	lity Name(s)
facility(s) is/are being provided for the co		e of Event
of weather and the forces of nature. It is received erosion, that the surface of such facilities made District (herein referred to as "CRPD") and the constraints of its facilities and budget, performing and satisfy for him or her that the facilities prince inspection the undersigned agrees that he or the want of inspection, maintenance and warr City from any and all liability or responsible for arising out of or resulting from any injury to perform the undersigned shall indemnify, defend, and costs, expenses, claims, liabilities, actions, or property arising at any time out of or in any warron.	deterioration, and abuse. The outdoor portion tognized that the outdoor facilities are subject by be uneven, defective or contain foreign of the City of Thousand Oaks (herein referred to as an necessary maintenance on the facility. The upprovided are reasonably safe for their intenders as the expressly assumes the risk of any defect being. The undersigned releases, waives, holds he with the provided are reasonably safe for their intenders as the expressly assumes the risk of any defect being. The undersigned releases, waives, holds he with the provided are property which arise out of the use of or the coordinate of the property which arise out of the defenders or damage to property which arise out of the damages, including liability for injuries to a way related to the undersigned's use or occupated and the property willful misconduct of CRPD, its of the coordinate or willful misconduct of CRPD, its of the coordinate or willful misconduct of CRPD, its of the coordinate or willful misconduct of CRPD, its of the coordinate or willful misconduct of CRPD, its of the coordinate or willful misconduct of CRPD, its of the coordinate or willful misconduct of CRPD, its of the coordinate or willful misconduct of CRPD, its of the coordinate or willful misconduct of CRPD, its of the coordinate or willful misconduct of CRPD, its of the coordinate or will the coordinate o	n of the facility is subject to the effects at to animal and human damage and ojects. The Conejo Recreation & Park is "the City") will within the reasonable indersigned agrees to carefully inspect ed use. Once having conducted such in the premises herein occasioned by narmless and discharges CRPD and the inditions of the premises herein. The ind expenses, including attorneys' fees of its use of CRPD and the City facilities. It is, and agents from any and all losses, any person or persons or damage to ency of a facility or property controlled
Compliance with All Applicable Law, Rules, &	& Regulations	
gatherings. The undersigned also agrees to all The undesigned further agrees that it is solely rules, regulations, orders, and/or guidance in distancing, limits on the size of gatherings, u	state, and federal laws and regulations relaterable by all applicable local, state, and federal at responsible for reviewing and ensuring components of the time of the use of the facility isse of appropriate sanitation practices, etc. CFacility under this agreement should the undersi	ccessibility standards and regulations. liance with all applicable public health including, but not limited to, physical RPD reserves the right to immediately
Force Majeure Events		
agreement to the extent and whenever it shall For purposes of this agreement, a "Force M epidemic, civil disturbances, acts of terrorism undersigned waives any right of recovery again to CRPD, its officers, employees, or agents.	ntained in this agreement, the CRPD shall be e be prevented from the performance of such o lajeure Event" includes but is not limited to n, regulation of any public authority, and ot inst CRPD and the City, and the undersigned sl	bligations by any Force Majeure Event. fires, floods, earthquakes, pandemic, her causes beyond their control. The hall not charge results of "acts of God"
I hereby acknowledge that I have read, under includes, but is not limited to, the pern	erstood, and agree to the terms of the above nitted date(s) and any additional date(s)	_
Full Name of Applicant	Signature of Applicant	Date Submitted



Insurance Requirements for Facility Rentals

Hillcrest Center, Goebel Adult Community Center, and Thousand Oaks Teen Center

A Certificate of Liability Insurance and an Additional Insured Endorsement naming the Conejo Recreation & Park District (CRPD) and the City of Thousand Oaks (CTO) as additional insureds must be provided at least 10 days prior to the event. Insurance is also required of any caterers, vendors, organizations, security, or other businesses present during the event, including the set-up and clean-up times.

The permittee shall procure and maintain commercial liability insurance with coverage at least as broad as Insurance Services Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name "The Conejo Recreation & Park District and the City of Thousand Oaks, their officers, employees, agents, and volunteers" as additional insureds prior to the use of the facility. Permittee shall file such certificates of such insurance with CRPD, which shall be endorsed to provide thirty (30) days' notice to CRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, CRPD may deny access to the facility.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an Assigned Policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CRPD's Risk Manager.

Requirements of specific coverage features, or limits contained in this regulation are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If the permittee maintains higher limits than the minimums shown above, CRPD requires and shall be entitled to coverage for the higher limits maintained by the permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CRPD.

Special Event Liability Insurance Information

The State of California maintains a List of Approved Surplus Line Insurers. Ask your agent, broker, or "Surplus Line" broker if the insurer is on that list, or view that list on the CA Department of Insurance Website: www.insurance.ca.gov

The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "Surplus Line" broker or contact the California Department of Insurance at the following toll-free number: 1-800-927-4357. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also contact the National Association of Insurance Commissioners by visiting their website: www.naic.org

I hereby acknowledge that I ha	ve read, understood, and agree to the Insurance R	equirements outlined above.
Full Name of Applicant	Signature of Applicant	Date Submitted

Insurance Requirements Page 5 of 5 Revised 07.2024



Insurance Requirements for Rentals

Give this document to your (or your organization's) insurance agent.

A current <u>Certificate of Liability Insurance</u> and <u>Additional Insured Endorsement</u> must be received by the Conejo Recreation & Park District at least ten (10) business days prior to the permit date.

- An Additional Insured Endorsement is <u>required</u> because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- ➤ It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- > Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against the Conejo Recreation & Park District and City of Thousand Oaks.
- > Renters who have employees are required to carry worker's compensation and have an agreement/ endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- > Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). Insurance coverage must include and clearly state the entire facility is covered by the policy.
 - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- Minimum liability limits are as follows:

\$2,000,000 General Aggregate (\$4,000,000 for Sports Organizations)

o \$1,000,000 Per Occurrence (\$2,000,000 for Sports Organizations)

• \$1,000,000 Products Completed-Operations Coverage (if applicable)

\$1,000,000 Automotive (*if applicable*)

> Umbrella or Excess Liability insurance is acceptable to fulfill the required liability limits.

Continued on Next Page



- > Sports Organizations If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. Minimum coverage \$2,000,000 per occurrence and \$4,000,000 in general aggregate.
- ➤ Products Completed-Operations Coverage: Vendors such as caterers or attractions shall obtain and maintain a policy covering Products Completed-Operations with a limit of no less than \$1,000,000 per occurrence or claim.
- ➤ Automotive Insurance may be required if the permittee or vendors will be driving in nondesignated areas such as fields and grass areas, or if a vehicle will be used for business purposes during the permitted hours.
- ➤ The <u>Certificate Holder</u> and <u>Name of Additional Insured</u> sections must read as follows:

Conejo Recreation & Park District, its Directors, Officers, Agents, Volunteers, and Employees 403 W. Hillcrest Drive Thousand Oaks, CA 91360 City of Thousand Oaks its Directors, Officers, Agents, Volunteers, and Employees 2100 Thousand Oaks Blvd. Thousand Oaks, CA 91362

- ➤ <u>Cancellation Clause</u> must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."
- > No blanket endorsements will be accepted.

Sample Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/01/2025

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).

the definitions about not define to the definition in how of each enderedment(e).						
PRODUCER	CONTACT NAME:	Rental User Group				
Insurance Agent	PHONE (A/C, No, Ext):	<mark>555-555-5555</mark>	FAX (A/C, No):			
Street Address	E-MAIL ADDRESS:	E-MAIL				
City, State, Zip		INSURER(S) AFFORDING COVERAGE		NAIC#		
	INSURER A:	Insurance Company Name		00000		
INSURED	INSURER B:					
Rental User Group	INSURER C:					
Street Address	INSURER D :					
City, State, Zip	INSURER E :					
	INSURER F :					

COVERAGES CERTIFICATE NUMBER: 00000 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.

NSR TYPE OF INSURANCE			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000.00
_							MED EXP (Any one person)	\$	
Α		Y	Y	CGL123456	01/01/2025	12/31/2025	PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000.00
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION\$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	

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

Description of activity, specific location, and date(s).

- * Renters who have employees are required to carry worker's compensation and have an agreement/ endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- ** If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. Minimum coverage \$2,000,000 per occurrence and \$4,000,000 in general aggregate.

CERTIFICATE HOLDER

. . . .

Conejo Recreation & Park District its Directors, Officers, Agents, Volunteers, and Employees 403 W. Hillcrest Drive Thousand Oaks, CA 91360 City of Thousand Oaks its Directors, Officers, Agents, Volunteers, and Employees 2100 Thousand Oaks Blvd. Thousand Oaks, CA 91362 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

CANCELLATION

Signature of Authorized Representative

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ACORD 25 (2016/03)

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Sample Additional Insured Endorsement

POLICY NUMBER: 00000

COMMERCIAL GENERAL LIABILITY CG 20 26 12 19

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):

Conejo Recreation & Park District its Directors, Officers, Agents, Volunteers, and Employees 403 W. Hillcrest Drive Thousand Oaks, CA 91360 City of Thousand Oaks its Directors, Officers, Agents, Volunteers, and Employees 1100 Thousand Oaks Blvd. Thousand Oaks, CA 91362

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

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

CG 20 26 12 19

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Sample Waiver of Transfer of Rights of Recovery Endorsement

POLICY NUMBER: 00000

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS 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:

Conejo Recreation & Park District

City of Thousand Oaks

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 hazard". This waiver applies only to the person or organization shown in the Schedule above.

Sample Primary and Noncontributory Endorsement

COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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 an additional insured under your policy provided that:

The additional insured is a Named Insured under such other insurance; and (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.