**ATTACHMENT BB**

**INSURANCE SCHEDULE**

**INSURANCE REQUIREMENTS:**

Sponsor and subcontractors shall procure and maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the event.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this agreement. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Sponsor from liabilities that might arise out of the activities encompassed by this agreement by the Sponsor, its agents, representatives, employees or subcontractors and Sponsor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Sponsor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**1**. **Commercial General Liability – Occurrence Form (Class B) – groups of greater than 50 person less than 500 persons, non-public events.**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

* General Aggregate$2,000,000
* Products – Completed Operations Aggregate $1,000,000
* Personal and Advertising Injury $1,000,000
* Each Occurrence $1,000,000
* Fire Damage (Damage to Rented Premises) $100,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor."

b. The policy shall be endorsed to include Liquor Liability coverage if alcohol is being sold at the event.

**Additional Provisions for Event vendors or concessionaires**

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles.

Combined Single Limit (CSL) $1,000,000

1. The policy shall be endorsed to include the following additional insured language: "The state of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor, including automobiles owned, leased, hired or borrowed by the Sponsor."

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident $100,000

Disease – Each Employee $100,000

Disease – Policy Limit $500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Sponsor even if those limits of liability are in excess of those required by this agreement.

1. The Sponsor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given.  Such notice shall be sent directly to **Nevada Secretary of State, 101 N. Carson Street, Suite 3, Carson City, NV 89701.** Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Sponsor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Sponsor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State as required at least two (2) weeks prior to the event. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf*.*

All certificates and any required endorsements are to be received and approved by the State before the event commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of the event and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required shall be sent directly to **Nevada Secretary of State, 101 N. Carson Street, Suite 3, Carson City, NV 89701.** The event title and location shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required at any time.

F. **SUBCONTRACTORS:** Sponsor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** Sponsor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from these insurance requirements shall be made by the Attorney General’s Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

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Independent Contractor’s Signature , Title Date

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State of Nevada Signature, Title Date