

**Exhibit 12:**  
**Insurance Requirements**  
(Rental of Facilities - Daily Rentals)

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

*Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

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

***Additional Insured Status***

The City of Stockton, 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 rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 11 or CG 20 26). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

### ***Primary Coverage***

For any claims related to this contract, the Renter's insurance coverage shall be endorsed as primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Renter's insurance coverage to the sole negligence of the Named Insured.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

### ***Waiver of Subrogation***

Renter hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Renter may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Renter 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 of Stockton 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's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Verification of Coverage***

Renter shall furnish the City of Stockton with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services *at least five days* before Renter commences activities.

Renter shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) for each of the required policies.

### ***Liquor Liability***

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol, that vendor must have liquor liability coverage. If Renter intends to sell

alcohol, either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

***Special Events Coverage***

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from City of Stockton.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

***Certificate Holder Address***

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Attn: City Risk Services  
425 N El Dorado Street  
Stockton, CA 95202