

## INSURANCE REQUIREMENTS

The Independent Student Organization will maintain all necessary Insurance as required herein. The Independent Student Organization shall provide a Certificate of Insurance upon award of a Recognition Agreement with appropriate endorsements indicating that the required coverage is in effect on an annual basis, or for the duration of the Recognition Agreement. Independent Student Organization agrees to provide, or cause their insurance carrier to provide, at least 30 days written notice prior to cancellation or modification (10 days advance written notice for non payment) of such liability insurance. In the event the insurance coverage expires at any time or times during the term of the Recognition Agreement, Independent Student Organization agrees to provide at least 15 days prior to said expiration date, a new certificate of insurance evidences coverage as provided herein for not less than the remainder of the term of the Recognition Agreement, or for a period of not less that one year. New certificates of insurance are subject to the approval of the CSU, and Independent Student Organization agrees that no activities or use of university facilities shall occur prior to the giving of such approval. In the event the Independent Student Organization fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this Recognition Agreement upon the occurrence of such event. Independent Student Organization agrees to waive their right of subrogation against the CSU for any claims.

Insurance to be placed with the California Admitted insurer with current A.M. Best's rating of no less that A: VII unless otherwise approved by the CSU.

If any Insurance required herein is written on a claims-made form, following the termination of this Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Agreement commencement date.

Commercial General Liability Coverage (as broad as ISO occurrence for CG0001) primary insurance coverage against claims for injuries to persons or damages to property and/or damages to property and/or contractual liability which may arise from or in connection with the performance of the work or operations hereunder by or on behalf of the Independent Student Organization, its agents, representatives or employees in an amount not less that \$1,000,000.00 (One million dollars) per occurrence; \$2,000,000.00 (Two million dollars) aggregate.

Endorsements shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU", as additional insured(s).

Endorsements shall state this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Business Auto Liability Coverage (as broad as ISO form number CA 0001, code 1 any auto) primary insurance against claims for injuries to persons or damages to property and/or contractual liability which may arise from or in connection with the performance of the work hereunder by the Independent Student Organization, its agents, representatives or employees covering owned, hired, leased and non-owned automobiles used by or on behalf of the Independent Student Organization, including coverage for uninsured and underinsured motorists, in an amount not less than \$1,000,000.00 (One million dollars) per occurrence.

Endorsement shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU", as additional insured(s).

Endorsement shall state that this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the CSU scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Worker's Compensation and Employer's Liability Coverage:

The Independent Student Organization shall provide the following coverage:

Primary insurance coverage against claims with respect to obligations imposed on the Independent Student Organization and sub Independent Student Organizations by State worker's compensation statutes and damages that the Independent Student Organization becomes legally obligated to pay because of bodily injury by accident or disease to an employee.

Minimum limits: amount proscribed by California law for Worker's Compensation, \$1,000,000 for Employer's Liability.

Endorsement shall state that the insurer waives their right of subrogation against the University.