

**PLACER COUNTY FIREWORKS PUBLIC DISPLAY INSURANCE REQUIREMENTS,
PYROTECHNICS VENDOR:**

GENERAL LIABILITY INSURANCE:

Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Pyrotechnics Operator, providing insurance for bodily injury liability and property damage liability in the amount of \$2,000,000 each occurrence and \$4,000,000 aggregate.

ATTACHMENT 1 – REQUIRED LIABILITY ENDORSEMENT:

Certificate of Insurance for all required Insurance coverages. the **Comprehensive General Liability policy** shall be endorsed with the following specific language:

"The County of Placer and North Tahoe Fire Protection District, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"Cancellation Notice - These policies shall not be cancelled without first giving fifteen (15) days prior written notice of cancellation to the State Fire Marshal or his/her designee. (HSC 12611)"

"The insurance provided by _____ (Pyrotechnic Vendor), including any excess liability or umbrella form coverage, is primary coverage to the County of Placer and North Tahoe Fire Protection District with respect to any insurance or self-insurance programs maintained by County of Placer and North Tahoe Fire Protection District, and no insurance held or owned by the County of Placer or North Tahoe Fire Protection District shall be called upon to contribute to a loss."

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Pyrotechnic Vendor under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County of Placer and North Tahoe Fire Protection District, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Pyrotechnic Operator.

Pyrotechnic Vendor shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

ATTACHMENT 2 – HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

_____ (PYROTECHNIC VENDOR) hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with to the extent such arise from the performance of the contract or agreement pursuant to this Permit by PYROTECHNIC VENDOR, its agents, officers, operators, crew, or employees.. PYROTECHNIC VENDOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the PYROTECHNIC OPERATOR. PYROTECHNIC VENDOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against PYROTECHNIC VENDOR or PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT or to enlarge in any way the PYROTECHNIC VENDOR liability, but is intended solely to provide for indemnification of PLACER COUNTY or NORTH TAHOE FIRE PROTECTION DISTRICT from liability for damages or injuries to third persons or property arising from PYROTECHNIC VENDOR'S performance pursuant to this Permit.

As used above, the term PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT means Placer County and North Tahoe Fire Protection District and their officers, agents, employees, and volunteers.

PYROTECHNIC VENDOR Contact information and signatures on following page

PYROTECHNIC VENDOR NAME (Include full entity name and state of incorporation or organization. Pyrotechnic Vendor name must match exactly with insurance certificates provided)

PYROTECHNIC VENDOR Authorized Signature

Printed Name and Title

Signature and Date

PYROTECHNIC VENDOR PHYSICAL ADDRESS

PYROTECHNIC VENDOR MAILING ADDRESS, if different

PLACER COUNTY FIREWORKS PUBLIC DISPLAY INSURANCE REQUIREMENTS, SPONSOR:

GENERAL LIABILITY INSURANCE:

Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Sponsor, providing insurance for bodily injury liability and property damage liability in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

ATTACHMENT 1 – REQUIRED LIABILITY ENDORSEMENT:

Certificate of Insurance for all required Insurance coverages. the **Comprehensive General Liability policy** shall be endorsed with the following specific language:

"The County of Placer and North Tahoe Fire Protection District, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"Cancellation Notice - These policies shall not be cancelled without first giving fifteen (15) days prior written notice of cancellation to the State Fire Marshal or his/her designee. (HSC 12611)"

"The insurance provided by _____ (Sponsor), including any excess liability or umbrella form coverage, is primary coverage to the County of Placer and North Tahoe Fire Protection District with respect to any insurance or self-insurance programs maintained by County of Placer and North Tahoe Fire Protection District, and no insurance held or owned by the County of Placer or North Tahoe Fire Protection District shall be called upon to contribute to a loss."

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Sponsor under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County of Placer and North Tahoe Fire Protection District, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Sponsor.

Sponsor shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

ATTACHMENT 2 – HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

_____ (SPONSOR) hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Public Fireworks Display Permit Process, Permit Application, Event or Event-related actions. SPONSOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the SPONSOR. SPONSOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against SPONSOR or PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT or to enlarge in any way the PYROTECHNIC OPERATOR liability, but is intended solely to provide for indemnification of PLACER COUNTY or NORTH TAHOE FIRE PROTECTION DISTRICT from liability for damages or injuries to third persons or property arising from SPONSOR'S performance pursuant to this Permit or agreement.

As used above, the term PLACER COUNTY and NORTH TAHOE FIRE PROTECTION DISTRICT means Placer County and North Tahoe Fire Protection District or its officers, agents, employees, and volunteers.

SPONSOR contact information and signatures on following page

SPONSOR NAME (Include full entity name and state of incorporation or organization. Sponsor name must match exactly with insurance certificates provided)

SPONSOR'S Authorized Signature

Printed Name and Title

Signature and Date
