

1. INSURANCE REQUIREMENTS – **AS MANDATED BY THE STATE OF ARIZONA, NO CHANGES PERMITTED**
 - A. Sponsor and sub-sponsors shall procure and maintain, until all of their obligations, including any warranty periods under this agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance hereunder by Sponsor, its agents, representatives, employees, or sub-sponsors.
 - B. The insurance requirements herein are minimum requirements for this agreement and in no way limit the indemnity covenants contained in this agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect Sponsor from liabilities that might arise out of the performance of the work under this agreement by Sponsor, its agents, representatives, employees, or sub-sponsors, and Sponsor is free to purchase additional insurance.
 - C. MINIMUM SCOPE AND LIMITS OF INSURANCE: Sponsor shall provide coverage with limits of liability not less than those stated below.
 - 1) Commercial General Liability – Occurrence Form
 - a. The policy shall include bodily injury, property damage, personal injury, and broad-form contractual liability.
 - General Aggregate – \$2,000,000
 - Products – Completed Operations Aggregate – \$1,000,000
 - Personal and Advertising Injury – \$1,000,000
 - Each Occurrence – \$1,000,000
 - Blanket Contractual Liability – Written and Oral – \$1,000,000
 - Fire Damage (any one fire) – \$50,000
 - Liquor Liability (if alcohol is being sold) – \$1,000,000
 - b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of Sponsor.”**
 - c. The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Sponsor.
 - d. The policy shall be endorsed to include Liquor Liability coverage if alcohol is being sold at the event.
 - 2) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in performance of this agreement.
Combined Single Limit (CSL) – \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of Sponsor, involving automobiles owned, leased, hired, or borrowed by Sponsor.”**
 - b. The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Sponsor.
 - 3) Worker’s Compensation and Employers’ Liability
 - a. Workers’ Compensation – Statutory
 - b. Employers’ Liability
 - Each Accident – \$500,000
 - Disease – Each Employee – \$500,000
 - Disease – Policy Limit – \$500,000
 - c. The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Sponsor.
 - d. This requirement shall not apply to: Separately, EACH Sponsor or sub-sponsor exempt under A.R.S. § 23-901, AND when such Sponsor or sub-sponsor executes the appropriate waiver (Sole Proprietor/Independent Sponsor) form.

- D. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 1) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by Sponsor, even if those limits of liability are in excess of those required by this agreement.
 - 2) Sponsor's insurance coverage shall be primary insurance with respect to all other available sources.
 - 3) Coverage provided by Sponsor shall not be limited to the liability assumed under the indemnification provisions of this a
 - 4) greement.
- E. **NOTICE OF CANCELLATION:** With the exception of ten (10) days' notice of cancellation for non-payment of premium, any changes material to compliance with this agreement, the insurance policies above shall require thirty (30) days' written notice to the State of Arizona. Such notice shall be sent directly to the Arizona Exposition and State Fair Board, 1826 W. McDowell Road, Phoenix, AZ 85007, and shall be sent by certified mail, return receipt requested.
- F. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect Sponsor from potential insurer insolvency.
- G. **VERIFICATION OF COVERAGE:** Sponsor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this agreement. 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 endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of work under this agreement, and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this agreement shall be sent directly to the Events Department, Arizona Exposition and State Fair Board, 1826 W. McDowell Road, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- H. **SUB-SPONSORS:** Sponsor's certificate(s) shall include all sub-sponsors as insureds under its policies or Sponsor shall furnish to the State of Arizona separate certificates and endorsements for each sub-sponsor. All coverages for sub-sponsors shall be subject to the minimum requirements identified above.
- I. **APPROVAL:** Any modification or variation from the insurance requirements in this agreement shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.
- J. **EXCEPTIONS:** In Sponsor or sub-sponsor(s) is/are a public entity, such public entity shall provide a Certificate or Letter of Self-Insurance, which shall include language stating that Licensor and the State of Arizona are additional insureds (where applicable) and that Sponsor waives its rights of subrogation. If Sponsor or sub-sponsor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.