



USER GUIDELINES

For

CONTRACTS AND INSURANCE

Prepared by the Executive Vice Chancellor's Office
Department of General Services

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CONTRACTS

When the district does business with any outside entity, a contract or purchase order (PO) between the district and the entity is required in order for work to begin and the entity to be paid. *All contracts must be signed and any required insurance documents must be in place before the work on the contract begins. Contracts are between the vendor and the District, not the vendor and the college.*

Contract Signatures

All district contracts must reviewed by the District Office and must be signed by a board authorized signatory – generally the Deputy Chancellor, the Executive Vice Chancellor or the Director of General Services sign district contracts. *Students, faculty or staff members, and administrators, including college presidents, are not authorized to sign contracts. If contracts are signed by non-authorized person, the District is not liable for payment and the party that signs the contract may be personally liable.* District policies for delegation of authority and signature authority are located at:

[Board Policy 8.02](#) Delegation of Authority

[Board Policy 8.03](#) Signature Authority

Board Approval

All contracts are approved by the board as follows:

Contracts with a value over the statutory bid limit must be formally presented to the

board for approval. (The current bid limit is \$84,100. The bid limit is adjusted at the beginning of each year by the state legislature. Construction contracts and some specific professional services are subject to higher bid limits). A board report summarizing the nature and dollar amount of the contract must be placed on the board agenda during one of its regular business meetings and a representative from the college should be on hand to answer questions from the board if any arise. Contract approvals may not be placed on a Board study session agenda.

Contracts for less than the statutory bid limit are ratified (approved after the fact) through the warrants report that is approved by the board throughout the year.

Standard District Contracts

The District maintains a library of standard contract or agreement templates for the most common types of business relationships (note that the words “contract” and “agreement” mean the same thing in this document). These templates contain all of the district’s standard terms and conditions and insurance and indemnity requirements. The District’s standard contracts are shown in the following table along with a brief description as to when each type of contract should be used. *Note that MOU’s are not contracts and do not authorize payment or performance obligations (see page 7).*

Table: Standard Contract/Agreement

Use

Standard Services Agreements

When a business is hired to provide services to the District.

A business will typically have an Employer ID Number (EIN) for tax purposes.

There are different agreements for services that carry different levels of risk.

Independent Contract

When an individual, not a business, provides services (not a product) to the District

Independent contractors generally work for themselves. They do not have an Employer ID number and instead use their social security number for reporting income for tax purposes

Instructional Agreement

When the District is providing instructional services for an outside organization

Performance Agreement

When a person or group such as a musician, band or dance troupe is hired to perform for the District.

Facilities Use Permits

(on College websites)

[Cañada](#)

[CSM](#)

[Skyline](#)

When an outside organization desires to use college facilities. These permits are managed by the Colleges. College facilities are subject to the Civic Center Act as well as District board policy and administrative procedures. Information regarding these laws and internal policies is included in the facilities use permits along with many of the Districts standard terms and conditions.

Construction Contracts

(not available for download)

The Facilities planning, maintenance and operations department also maintains a library of Construction contracts and Professional Services Agreements. These contracts involve relationships that are heavily regulated by public construction law and are developed and managed by facilities planning, maintenance and operations department. They are not available to the general college population.

Current versions of the districts contracts and procedures for their use are located on the District Downloads page at:
<https://downloads.smccd.edu/browse/purchgs>

The templates are updated from time-to-time. Do not save the contracts to the desktop for later use. When a contract is needed, download it from the website listed above. Vendors may not make changes to the District's standard contract templates.

New Contract Development

Sometimes the district wishes to enter into a business relationship with an entity where the relationship falls outside of the district's typical contractual relationships. For example, a college might want to grant a use permit to an outside organization for the use of classroom or office space on a long term basis. Such a contract might involve establishing rates for the use of the space, deciding exactly what space will be made available, programmatic details such as who will be using the space and whether services like IT or facilities maintenance or student services like parking or counseling will be available. The college Vice President of Administration works with college administration, the Executive Vice Chancellor's office and the vendor in the development and review of any contract that is outside the district's standard agreements. Typically the District's outside legal counsel is also involved in the review of these types of agreements.

Contracts from Outside Vendors

In most cases, the District prefers to have the vendor sign the District's standard contract forms. In some instances, the business situation may warrant that the District sign a contract or agreement that comes from an outside vendor. Some good examples of this kind of contract are agreements with facilities that provide clinical practice sites for the Districts healthcare careers, some software contracts, catering contracts, or contracts for the use of space at a hotel or other facility. The district might also sign contracts with local cities – for example to hang college banners on city light standards. In these situations, the contract is very specific to the type of activity being performed or service being provided.

The District must review and sign all outside contracts. The district reviews the contracts to make sure that the vendor's terms and conditions don't conflict with the District's standard terms and conditions. The district will always request that the vendor contract include language to the effect that:

- The rule of law be that of California rather than any other state or country
- The district can cancel the contract at any time with a 30 day notice
- The district be granted the same indemnity as the vendor
- The district will not agree to automatic renewal of the contract
- The vendor provide the appropriate level of insurance and endorsements for the district

Any deviation from these standards must have specific approval from the Deputy Chancellor or Executive Vice Chancellor.

Associated Students Activities

Often, the Associated Students groups are presented with contracts from vendors who bring particular activities to campus. **Again, these contracts may not be signed by a student, faculty member, staff member or administrator.** The preference is always that the vendors use the District standard services agreement. All contracts must be reviewed by the Executive Vice Chancellor's office prior to the activity. Proof of insurance is required for all student events. Signed contracts and any proof of insurance must be in place before the event and equipment is brought on campus. Some events may require extra insurance which can be purchased through the TULIP program. Some events may not be allowed at all due to the risk of the activity. Insurance for these activities is discussed in more detail in the Insurance section of this guide. To assist in planning your events,

see the TULIP list of activities and risk levels in the appendix of this document. In general, events not covered under TULIP may not be covered under district insurance either and should be avoided. Please consult with the District Office if there is a question about a particular event.

Other Contract Information

MOU - “Memorandum of Understanding”

Some businesses or entities refer to an Agreement or Contract as an MOU. At the District, an MOU is not used in place of an agreement or contract. An MOU may be used to spell out the general nature of a relationship and an understanding between the parties. The college president may sign an MOU. However, an MOU that contains any language related to the value of the services, indemnity, insurance or any other standard terms and conditions found in a contract is a CONTRACT and must be labelled as such and signed by the District.

Contract Amendments or changes

Sometimes the District and vendor agree that the terms of an existing contract need to be changed. For instance, there may be an adjustment in pricing or perhaps an adjustment in the scope of work of a contract. Changes to a contract must be

made in writing and must be agreed to by both the vendor and the district.

To amend an Independent Contract, see the IC [Addendum Form](#) located in the Purchasing section of the District downloads page.

Contract the director of general services for assistance with an amendment to a standard services or other agreement.

Grant related contracts

Grant funds are monies that are awarded to the District through Federal, State or local agencies. Grant related applications, agreements, contracts and sub-agreements are heavily regulated by federal and state rules and regulations. There are also additional [District policies](#) and procedures related to board approval of acceptance of outside funding. All applications, reports, and agreements for grants-related or categorical funding are reviewed by the grants analyst at the district office and signed by an authorized signatory at the district office. Typically the executive vice chancellor signs all grant related documents.

Facilities Use Permits

Community College Facilities are subject to [California Civic Center laws](#). The District has developed policies and administrative procedures establishing the use of District facilities by outside organizations in accordance with the Civic Center laws. District policies and procedures regarding facilities use by outside organizations are located at:

[Board Policy – Facilities Use](#)
[Administrative Procedure – Facilities Use](#)

Facilities Use Permits terms, conditions and insurance limits

Facilities Use Permits are contracts between the District and community members or organizations who want to use district facilities. These permits have similar terms and conditions as other district contracts. Facilities permits are managed at the colleges and the college president is authorized to sign them.

Facilities Use permits are subject to the same insurance requirements as district vendors. The user may provide their own insurance coverage as long as it conforms to the district standard coverage requirements and includes the appropriate endorsements as shown below. **Facilities users who are not able to provide their own insurance may purchase coverage for their event through TULIP, the Districts event insurance provider.** If the user provides their own insurance, colleges should consult the TULIP list of coverages (included in the appendix of this document) to determine the risk level of the event and the appropriate required umbrella coverage (TULIP class 1 = district lower risk - \$2M umbrella, TULIP class 2 and 3 = medium risk - \$3M umbrella, **TULIP class 4 – Consult with District Office.** Events excluded under TULIP are often excluded under the District’s insurance as well and generally should not be held at college campuses. The insurance requirements for facilities use agreements are summarized below.

Table: Insurance requirements for Facilities Use Permits

<p>Comprehensive General Liability and Property Damage insurance including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.</p> <p>Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and</p> <p>Umbrella liability in an amount not less than \$2,000,000 per occurrence and annual aggregate <i>(Note that the umbrella liability of \$2,000,000 is for lower risk events. An umbrella liability of \$3,000,000 applies to medium risk events. Colleges should consult the TULIP risk guidelines to assess the risk of the particular event).</i></p> <p>Required Rating. Insurance carriers must have a Best rating of A(-)X or better.</p> <p>Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on <i>permittee’s</i> Comprehensive General Liability and Property Damage Policies as co-insured or additional insured.</p> <p>Certificates of Insurance and endorsements for coverages required herein shall be filed with District’s Executive Vice Chancellor prior to the commencement of work. The certificates shall provide that if the policy or policies be canceled by the insurance company or <i>permittee</i> during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District’s Executive Vice Chancellor. The certificates shall also show the information that the San Mateo County Community College District is named on <i>Permittee’s</i> Comprehensive General Liability and Property Damage policies as co-insured or additional insured. Certificates shall clearly state that “The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement” and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.</p>

Long term facilities use

Facilities use Permit forms are not to be used for situations where facilities will be used for longer than one year or that involve significant building space on an ongoing basis. A contract describing these types of facilities use must be negotiated and Board approval may be necessary. Colleges should consult with their administration and the District office to develop contracts for these types of permits.

INSURANCE

Insurance coverage is part of the District's risk management strategy. The district carries its own insurance, but vendors are also required to carry minimum insurance coverage for their business or their events. The coverage must be provided by financially sound insurance companies. The District must be added to the vendor's insurance policy by endorsement. These policies allow the District to transfer the appropriate amount of risk for a job or an event to the vendor's insurance. It is important to understand that insurance doesn't limit liability. It does represent the amount an insurance provider might cover, but claims for a particular event could potentially exceed the covered amount.

Required Coverage Types

Vendors and facilities users must be covered by *general liability insurance* and *auto insurance*. When a vendor or facilities user has employees, they also need to show proof of *worker's comp insurance*. The district also requires certain firms who provide specific professional services, like architects and engineers, to carry *errors and omissions insurance*.

The District has developed standards for insurance coverage amounts. These coverage levels were developed by District

administration in consultation with the District's insurance providers. They reflect current insurance industry standards for commercial coverage. There are three levels of coverage based on the relative risk of the service to be performed. These limits are shown in the table of coverage limits on the next page.. All coverages are mandatory and are generally non-negotiable.

Required Coverage Amounts.

Coverage amounts are determined by the level of risk that an activity or event entails. The District and its insurance providers have developed some guidelines as to various services and their general risk categories. Consult the tables in the appendix for these risk guidelines to help determine whether the services to be performed fall into the medium or low risk category. The district has developed new standard service contract templates for low- and medium-risk services.

Consult the District office for services falling into the default risk category.

Required Insurance Documentation *Certificate of insurance (COI)*

The certificate of insurance (COI) is a proof of insurance. A COI is required for all vendors and users of District facilities. By itself, however, the COI does not guarantee that the District will be covered. The COI does not amend, alter or endorse coverage to an insurance policy. Per state insurance code it is the insurance policy, not the certificate of insurance that governs coverage. A sample COI is included in the appendices.

Endorsements

The District requires an insurance endorsement along with the COI. The endorsement alters the vendor's insurance

policy. It adds the district to the policy as an additional insured. If there is no endorsement, then the district is not covered under the vendor's insurance.

How the contract language relates to insurance

The District standard contracts include language regarding required insurance coverage. A contract including the standard insurance coverage and indemnity language must be in place in order for the District to be protected under the vendor's insurance. Additionally, the COI and endorsement must be made with the exact wording stipulated in the contract. The district has developed an insurance checklist that the colleges may give to their vendor if they care to. The document shows the insurance requirements and exact language to be used on the COI and Endorsement.

If a vendor contract, rather than the district's standard contract, is used, the vendor contract must include the appropriate indemnity and insurance language.

Table: District Required Insurance Coverage Types and Amounts

Type of Coverage	Basis	Default	Medium Risk	Lower Risk
Required: Commercial General Liability (includes property damage and bodily injury coverage)	Occurrence (Avoid claims made coverage)	\$5M	\$1M	\$1M
	Aggregate	\$10M	\$2M	\$2M
Required: Auto Liability				
	Occurrence		\$1M	\$1M
Required: Workers Comp				
		Statutory Limits	Statutory Limits	Statutory Limits
Required: Umbrella Coverage				
			\$3M	\$2M
Charter Transportation for Students				
Required: Commercial General Liability	Occurrence (Avoid claims made coverage)	\$1M		
	Aggregate	\$2M		
Required: Auto Liability - \$5M or \$10M based on bus size/ numbers of students – more students=greater coverage	Occurrence	\$5M - \$10M		
Required: Umbrella coverage		\$5M		
Coverage Requirement for Professional Services Agreements				
Errors and Omissions (Typically facilities related contracts only)	Occurrence (Claims Made)	\$10M	\$5M	\$1M
	Aggregate	\$10M	\$5M	\$1M
			5 year tail	3 year tail
Pollution (Typically construction/facilities related contracts)	Occurrence (Claims Made)	\$10M	\$5M	\$1M
	Aggregate	\$10M	\$5M	\$1M

Colleges should determine whether the services to be performed fall into the medium or low-risk category and use the appropriate standard services contract template. Consult the risk guidelines in the appendix.

Projects of the size or risk level requiring default insurance will typically fall into the construction area and are managed by Facilities Planning and Operations. Consult the District office for projects with the default risk level.

Insurance – Other Topics

Risk Management Concepts

Risk should be considered when contemplating a particular project, event or program for the college or district. Following

are some concepts that might be useful when considering risk management strategies.

Table: Risk Management Considerations	
Identify the exposure	What is the activity or project? What is the dollar amount of the contract or the activity excluded from the district's own insurance coverage? For example, some activities such as bounce houses are not covered by the District's insurance. Are underage students involved? Who has control over the work being performed?
Analyze the risk	What financial resources are at stake? For instance, how much damage could a contractor cause if it completely mismanaged its work causing bodily injury and property damage to others. Think about lost time, wages, extra expense incurred for repairing or replacing the work, and any future impacts. Are there intangible risks to be considered? For instance, is the project or event something that could result in negative publicity?
Prevention/Reduction	Are there ways to prevent or reduce risk for a particular project that could be included as the project or program is being developed? For instance, some on-campus events may exclude minors from participating. Are there policies and procedures that might be developed that would serve to prevent or reduce risk? A good example of a prevention/reduction strategy is the District's mandatory training around sexual harassment and bullying. If employees understand these activities and the District policies around them these incidents and the District's exposure because of them may be prevented or reduced.
Retention	Amount of money an insured entity becomes responsible for in the event of a claim. Retention is similar to a deductible amount. The For instance, the District's self-insured retention (SIR) is \$150,000. For any claim, the district will always pay the first \$150,000.
Risk Financing	Sometimes it makes sense for the District to finance certain exposures. The district's Owner Controlled Insurance Policy (OCIP) is a great example. For many large construction projects, the District purchases insurance for its contractors. This strategy tends to keep costs down and gives the District additional control over the quality of the insurance provider.
Avoidance	Is the event or project too risky? Should it be avoided altogether? For instance, the District's special events policy lists many events for which the insurer will not provide coverage. This means that the insurance industry places a high level of risk on the activity. Does the district or college want to accept such a risk?
Transfer Risk	The district's contract templates, insurance coverage limits, and many policies and procedures have been developed around the strategy of transferring an appropriate amount of risk away from the District.

How the contract transfers risk

The contract is the district’s tool for transferring risk to the appropriate party. In general, the district’s contract templates contain standard terms, conditions, insurance coverage and bonding requirements that facilitate this. Requiring vendors to provide the appropriate insurance and endorsements before a

project begins is crucial to this process. The contract and any exhibits to the contract should also describe the work to be done and the parties involved. The table below lists some things to consider in reviewing a contract in terms of transfer of risk.

Table: The contract as a tool to transfer risk

Who are the parties to the contract?	Is San Mateo County CCD party to the contract? Is anyone not included in the contract being requested to be included as an additional insured? The colleges are not legally independent organizations that can, on their own, be a party to a contract.
What is the purpose of the contract? What is the activity?	Is the activity/purpose of the contract normal or beneficial to San Mateo County CCD?
What is maximum likely loss?	
Who is benefiting?	Which parties are benefiting and to what extent? Is there value to SMCCCD?
Who is in control, who could be harmed?	Is someone else is doing the work, supervising and controlling the activity? Do they have adequate controls in place? Is this an increase in exposure to San Mateo County CCD? Is the activity taking place on or off premises? Who has control of the site of the activity?
Insurance Requirements	Insurance is a way to transfer financial risk. The district’s Insurance requirements have been developed to be reasonable and appropriate for the exposures in a particular agreement (while protecting against financial impact to San Mateo County CCD and protecting the assets of San Mateo County CCD). With a financial risk transfer, if the vendor’s insurance is inadequate or non-existent at time of loss the risk has not been transferred.
Hold Harmless & Indemnification	District contracts include hold harmless and indemnification language. This is an additional method of providing insurance by “indemnification” of certain expenses risks and costs (legal expenses, etc.) When a district contract is not used, the hold harmless language as specified for the district must be used.

Requests for changes to required coverages

Changes to required insurance coverages affect the District's risk transfer strategy. As has been discussed, the District has evaluated its insurance coverage limits and contract indemnity language in conjunction with its insurance providers and legal counsel. The required coverages reflect common commercial coverage limits and the indemnity language helps the District in its risk transfer strategy. Viable businesses will most likely have these coverages.

The District does not generally agree to changes to its coverage levels and expects

that requests for changes will be an infrequent exception.

Any changes to these standards must be carefully considered and ultimately approved by the Executive Vice Chancellor. College presidents may request changes to these limits when warranted but must be aware that losses incurred due to their requested changes in coverage levels will be the responsibility of the college and will be reflected in the college budget. Note that it is not appropriate to waive liability altogether.

The following table shows some items to be considered if changes to the District's standards are requested.

Table: adjusting coverage limits – considerations

At what point will SMCCCD be so exposed that the proposed insurance requirements are too risky?
How will the college budget be affected if the insurance requirements are changed and there is a problem?
Has the job/activity already commenced? Will it be halted? Delayed?
How likely is it that SMCCCD will become a defendant?
If a vendor cannot provide limits requested - can higher limits be purchased?
What is the increase in exposure? Level of risk?
Have you measured degree of control and responsibility?
What are the benefits vs. increases in exposure and possible adverse financial impact to SMCCCD?
Coverage gaps, restrictions, limitations?
Due to inadequacy of vendor's coverage, is the college willing to assume the risk? Pick up liabilities for any negligent acts and omissions of the vendor?

Appendices

Appendix: Contract FAQ

Who can sign a contract?

All contracts must be signed by a board authorized signatory. Generally the Deputy Chancellor, Executive Vice Chancellor or Director of General Services sign contracts. Students, staff, faculty members and college administrators are not authorized to sign contracts and may be held personally liable if they do.

A vendor is asking me to sign their document. The document doesn't indicate that it is a contract, but it includes some language about indemnity and insurance. Can I sign it?

No. Any document from a vendor that commits the district to any sort of term or condition must be signed by the District.

Does my contract need to go to board?

Yes, if the dollar value is over the current bid limit of \$84,100. Certain construction and professional services contracts have a higher limit before they must be taken to board.

Can a vendor change the terms and conditions on a contract?

No. The districts standard terms and conditions may not be modified by the Vendor.

Are there limits to how long a contract can last?

Yes. California Public Contract law establishes these limits. In general, services contracts may continue for 5 years and contracts for equipment or supplies may continue for 3 years.

Can a contract be entered into between a college and the vendor?

No. All contracts are between the district and the vendor.

We are going to purchase some cloud based software to help us manage our program. The vendor wants the district to sign their software maintenance agreement. Will the district sign it?

Maybe, but it might be necessary to ask the vendor to consider changing terms and conditions that conflict with the district's terms and conditions. The district will make this determination.

If we are using a vendor's contract, do we need a standard services contract too?

No.

Can a vendor begin work before a contract is signed?

No. Not until a contract is signed and the appropriate insurance documentation is in place.

Appendix: SMCCCD Standard Terms and Conditions

CONTRACT DATE	The date the contract is entered into or signed
PARTIES TO THE CONTRACT	The District is always the first party and the vendor is always the second party. Enter the complete name and address of the vendor. The contract is always between the District and the vendor and not with the College and the vendor.
TERM OF CONTRACT	How long the contract will last. Services contracts can continue for 5 years. Contracts for supplies or equipment are allowed to continue for 3 years.
TERMINATION OF CONTRACT	How and when a contract will be terminated
AMENDMENTS	If either party wants to amend the agreement the amendment must be made in writing and signed by both parties.
GOVERNING LAW AND EXTENT OF AGREEMENT	The contract must be interpreted under the laws of the state of California. Any legal activity regarding the contract will take place in California.
INDEPENDENT CONTRACTORS.	The vendor is not an employee of the district.
TIME OF PERFORMANCE	Time is important. The vendor can't delay in providing the service or equipment.
FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS	Contractor must be in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity.
OWNERSHIP OF PROPERTY	All tangible and intangible property developed, produced and/or provided by Contractor under this Agreement shall become the sole property of District.
LICENSES, PATENTS, PERMITS	Vendor must have the appropriate permits and licenses they need to perform the work
LIABILITY AND INSURANCE	The vendor must have the appropriate liability insurance and the district must be named as additional insured on the vendor's policy. Vendor must provide certificate of insurance and endorsements
WORKERS' COMPENSATION INSURANCE	Vendor must certify they understand the laws regarding workers compensation and they have workers comp coverage for their employees. If they don't have any employees, the must certify that the do not have employees.
INDEMNIFICATION	An additional method of providing insurance by "indemnification" of certain expenses risks and costs (legal expenses, etc.)
ASSIGNABILITY	States that the vendor cannot assign this contract to another vendor without written permission from the District.
FAILURE TO PERFORM	If the vendor doesn't perform the work properly, the district can give the vendor a chance to fix the problem or else the district can terminate the contract.
FORCE MAJEURE	Neither the district nor the vendor is at fault for not performing on the contract if there is an earthquake or some other disaster or event outside their control.
DISPUTE RESOLUTION	Establishes how the district and vendor will go about settling a disagreement regarding the contract.
SEVERABILITY	If one clause or section in the contract is found by a court to be invalid, the other clauses in the contract are not affected.

Appendix: SMCCCD Standard Terms and Conditions - continued

WAIVERS	If the District decides to waive a particular part of the contract the rest of the contract is not affected.
NOTICES	Defines the parties to be notified about any changes or information about the contract.
EXPENDITURE OF PUBLIC FUNDS	Expenditures of public funds over \$10,000 are subject to audit 3 years after the final payment. The vendor must agree to keep their records for this time period.
CAPTIONS	Headings or labels in the document are for description only.
COUNTERPARTS	If the vendor signs one copy of the agreement and the districts signs another copy, both of the copies together is considered a fully executed document.
EXECUTION	Signatures and dates. The signature should be dated on the date that the signature is added to the contract.

Appendix - Guidelines: Lower Risk Services

General Liability \$1M per occurrence/\$2M Aggregate

Auto Liability \$1M

Umbrella Coverage \$2M

Accounting Services	Human Resources Consulting Services
Administrative Management and General Management Consulting Services	Industrial Design Services
Advertising Material Distribution Services	Information Technology Consulting Services
Advertising Services	Interior Design Services
Appliance Repair and Maintenance	Legal Services
* Architectural Services	Linen Supply
Books Printing	Local Messengers and Local Delivery
* Building Inspection Services	Locks and Keys Hardware
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	Locksmiths
Commercial Flexographic Printing	Manifold Business Forms Printing
Commercial Gravure Printing	Marketing Consulting Services
Commercial Lithographic Printing	Office Administrative Services
Commercial Photography	Other Business Service Centers (including Copy Shops)
Commercial Screen Printing	Other Commercial Printing
Communication Equipment Repair and Maintenance	Other Computer Related Services
Computer and Office Machine Repair and Maintenance	Other Electronic and Precision Equipment Repair and Maintenance
Computer Systems Design Services	Other Management Consulting Services
Computer Training	Other Services Related to Advertising
Consulting Services General	* Other Specialized Design Services
Copy/Scan/Fax Equipment Maintenance and Repairs	Packaging and Labeling Services
Couriers and Express Delivery Services	Postal Service
Custom Computer Programming Services	Prepress Services
Digital Printing	Process, Physical Distribution, and Logistics Consulting Services
Direct Mail Advertising	Professional and Management Development Training
Display Advertising	Professional Miscellaneous Services
* Drafting Services	Quick Printing
Dry Cleaning and Laundry Services	Registration for Conferences/Trainings/All Other Events
* Engineering Services	Security Systems Services (except Locksmiths)
Executive Search Services	Temporary Help Services
Facilities Support Services	* Testing Laboratories
General Freight Trucking, Local	Translation and Interpretation Services
* Geophysical Surveying and Mapping Services	
Graphic Design Services	
Grounds Equipment Repair and Maintenance	

Appendix - Guidelines: Medium Risk Services

General Liability \$1M per occurrence/\$2M Aggregate

Auto Liability \$1M

Umbrella Coverage \$3M

Carpet and Upholstery Cleaning Services

Environmental Consulting Services

Exterminating and Pest Control Services

** Food Service Contractors/catering (*consult with Vice Chancellor of Auxiliary Services regarding proper permitting and issues pertaining to contractual exclusivity obligations*)

* Hazardous Waste Collection

* Hazardous Waste Treatment and Disposal

Janitorial Services

Landscaping Services

Mobile Food Services (seed food service contractors)

Moving Services

Nonhazardous Waste Treatment and Disposal

Packing and Crating

* Remediation Services

* Scientific and Technical Consulting Services

Septic Tank and Related Services

Services to Buildings and Dwellings

* Surveying and Mapping (except Geophysical) Services

Telecommunication Services

Telecommunications Resellers

* Testing Laboratories

Warehousing and Storage

Waste Collection

Wired Telecommunications Carriers

Wireless Telecommunications Carriers (except Satellite)

* *Typically related to construction planning. May require higher liability limits and additional coverage for errors and omission or pollution.*

** *Food vending typically involves health permits, catering licensing and others. Please consult with the VC of Auxiliary services for further information.*

Appendix - Guidelines: Services requiring Default Coverage

General Liability \$5M per occurrence/\$10M Aggregate

Armored Car Services
Building Equipment Contractors
Building Finishing Contractors
**Charter Bus Industry
Commercial and Institutional Building Construction
Drywall and Insulation Contractors
Electrical Contractors and Other Wiring Installation Contractors
*Environmental Consulting Services
Finish Carpentry Contractors
Flooring Contractors
Foundation, Structure, and Building Exterior Contractors
Framing Contractors
Glass and Glazing Contractors
*Hazardous Waste Collection
*Hazardous Waste Treatment and Disposal
Heavy and Civil Engineering Construction
Highway, Street, and Bridge Construction
*Landscape Architectural Services
Masonry Contractors
Miscellaneous Waste Management Services
Motor Vehicle Towing
*Nonhazardous Waste Treatment and Disposal

Oil and Gas Pipeline and Related Structures Construction
Painting and Wall Covering Contractors
Plumbing, Heating, and Air-Conditioning Contractors
Poured Concrete Foundation and Structure Contractors
Power and Communication Line and Related Structures Construction
Remediation Services
Roofing Contractors
**School and Employee Bus Transportation
*Scientific and Technical Consulting Services
Siding Contractors
Site Preparation Contractors
*Special Needs Transportation
Specialty Trade Contractors
Structural Steel and Precast Concrete Contractors
Support Activities for Road Transportation
Telecommunication Services
Tile and Terrazzo Contractors
*Transit and Ground Passenger Transportation
Water and Sewer Line and Related Structures Construction

* *Typically related to construction planning. May require higher liability limits and additional coverage for errors and omission or pollution.*

** *Transportation for students requires \$5M umbrella policy*

Appendix - Insurance Certificate Sample



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<input checked="" type="checkbox"/> XYZ Insurance Service 1234 Main St. San Francisco, Ca 94011	CONTACT NAME:		FAX (A/C, No):	
		PHONE (A/C, No, Ext):		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : ITEM #4 - NAME OF LIABILITY INSURER			20000
		INSURER B : ITEM #5 - NAME OF W/COMP INSURER			40000
		INSURER C : INSURER C: ITEM #15 E&O INSURER			50000
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	10
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			A243216	02/26/2014	02/26/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ \$	
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/>						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			A243299	01/15/2014	01/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
X	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			A249872	02/26/2014	02/26/2015	EACH OCCURRENCE \$ 2,000,000 (3M for higher risk) AGGREGATE \$ 2,000,000 (3M for higher risk) \$	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A243216	02/26/2014	02/26/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	15 E & O if required							

11 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The San Mateo County Community College District, its officers, agents and employees are named as additional insured per attached endorsement as required by written contract.

CERTIFICATE HOLDER 12 San Mateo County Community College District 3401 CSM Drive San Mateo, CA 94402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 13 Authorized Insurance Representative 14
--	--

- 1 Date Insurance Certificate was produced
- 2 Insurance Firm who procured the certificate (most times different from insurance providing coverage - # 4 and # 5)
- 3 Vendor or Contractor - the people who are insured
- 4 Name of the company - or underwriter- providing liability insurance. Liability includes property damage and personal liability.
- 5 Name of the company - or underwriter - providing workers compensation
- 6 Type of Insurance Provided
- 7 Insurance Policy number
- 8 Policy effective date
- 9 Policy termination date
- 10 Coverage amount provided (must match or exceed district limits)
- 11 Must include language as specified in SMCCD contract: Certificates shall clearly state that "The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.
- 12 Certificate Holder must be San Mateo County Community College District - not the College or a faculty or staff member name
- 13 Statement regarding notice of cancellation. SMCCCD contract calls for 30 day notification
- 14 Certificate must be signed by producer's representative
- 15 If Errors and Omissions insurance is provided, it will be here

Appendix: Insurance FAQ

Even if the vendor/contractor is of size, reputation or familiarity, do I still need to insist on the insurance requirements?

Yes; you normally have no way of verifying that their assets are sufficient for losses that might occur, whereas you could be confident in an insurance carrier with a quality A.M. Best Rating.

Is it all right if the contractor alters the indemnification language in SMCCCDs contracts?

No. indemnification language is carefully worded to afford SMCCCD as much protection as legally possible, and usually the exact language has been tested in court. Altering the language would weaken SMCCCD's protection and should only be undertaken on advice of your legal counsel.

If the contractor's insurance does not meet the criteria in our insurance requirements, should we alter the requirements to fit the contractor's insurance?

No; the insurance requirements language has been carefully worded to afford SMCCCD as much protection as possible, and it has been tested in court. Altering the language would usually weaken SMCCCD's protection. It is not the responsibility of SMCCCD to tailor its requirements to what the contractor has; rather, the contractor should procure insurance to meet the District's specifications and truly, you are doing the contractor a favor in showing it the proper coverage needed in order to protect its business.

Why doesn't the district ask independent contractors to provide an insurance certificate or endorsement?

Independent contractors typically work for themselves and do not carry commercial liability insurance. However, most are covered by some personal coverage. After reviewing the types of work the ICs do and the dollar amount of the work, it was deemed that requiring proof of insurance and endorsements would be cumbersome to the contractors and the district. However, the District still needs to have some protection and it has done that through the IC contract language. The Independent contract form includes language that requires the contractor to have appropriate insurance during the time they are working for the District. It also requires that the IC state that they understand the worker's compensation law and that, if they have employees (most of them won't) the employees are covered under workers comp. Finally, the contract contains indemnity/hold harmless language that says the IC and their insurance company, not the District, will be responsible for all claims, damages, lawsuits etc. related to the performance of this work, should they occur.

Does a contractor need professional liability coverage?

A contractor needs professional liability coverage if expected under contract to provide "professional" services. The simplest way to decide is to determine whether the nature of the services provided entail "brain work" or "physical work". If it is only physical work, then a liability policy, general and/or automobile will most likely cover all your exposures to loss. However, if the work or a portion of the work is expected to involve the use of professional knowledge, professional liability insurance is required. As an example, if a contractor is merely following blueprints in constructing a building, it would

	<p>involve only physical work and a general liability policy will suffice. However, if the contractor is a “design-build” firm, or decides that it knows of a better way to construct part of the building, and it alters the blueprints accordingly, then it has crossed the line over into providing “professional” service and would then need professional liability coverage to cover a subsequent loss.</p>
<p>How long of a period of time do we require the claims-made professional liability insurance to be carried after completion of the project?</p>	<p>A “claims-made” coverage will only respond to a claim that is presented while the policy is in force or during an extended reporting provision. Therefore, it is imperative that SMCCCD be protected as long as possible after the completion of the project, so that any claims caused by faulty design or other professional services will be covered by the responsible party. Keep in mind your regular liability policy will not cover professional liability losses, and therefore your contractor may be bare in the event of a claim arising out of professional services rendered on the project. Normally, professional liability policies can be purchased with a three year “tail” (reporting period), which will allow claims to be presented up to three years after the professional liability policy expires. If you can get a longer tail in your contract, do so.</p>
<p>Does a contractor need proof of automobile liability when hired to work on the premises?</p>	<p>Yes; for the simple reason that the contractor has to use some means of transportation to reach your premises, and to transport tools, supplies, and materials. If the contractor is determined to be engaged in business on SMCCCD’s behalf when it is involved in an automobile accident, then SMCCCD may be held liable. Further, since owners of vehicles are required to carry insurance anyway, this requirement carries little burden to the contractor.</p>
<p>Should we ask to be named as an additional insured on the contractor’s professional liability policy?</p>	<p>No; the contractor’s professional liability insurer will not comply with such a request. The reason is that the insurer does not want to pick up SMCCCD’s professional liability hazards, which it would do if you were an additional insured. Professional liability policies are specifically underwritten based on the professional history of the contractor. A contractor’s insurer is not interested in underwriting SMCCCD’s professional risk, and therefore will not add SMCCCD as an additional insured on the contractor’s policy.</p>
<p>What can be done if we don’t have the proof of insurance when it is time to start the work?</p>	<p>There is very little that can be done at this point in the process, which is why the process of engaging a vendor must allow enough time to obtain contract signatures and proof of insurance. There are no good choices when this situation occurs; either you must delay the work while you wait for the proof, or you must take some risk until the proof is received, and hope that the contractor’s insurance meets your specifications.</p>

Why can't we accept a certificate of insurance as proof of SMCCCD being named as an additional insured?

In the upper right-hand corner of the ACORD Certificate of Insurance are the following words: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below." If any agent or broker tries to convince you that the certificate truly does confer rights or coverages, and that you therefore do not need the endorsements you are requesting (and some will) **you can direct their attention to this statement.**

Why do we need an indemnity clause in our contract when we are added as an additional insured on the liability policy?

Insurance is only one way that the contractor can financially guarantee its liabilities. If you have an indemnity provision in your contract with the contractor, that contractor is obligated to indemnify SMCCCD whether or not its insurance covers the loss. This puts the burden on the contractor rather than SMCCCD to make certain that its coverage is sufficient and current. Therefore, make sure your indemnity language is strong, and that if the contractor does not carry sufficient or correct insurance to cover their obligations to SMCCCD, it does have the assets to indemnify those uninsured or underinsured exposures. In fact, the written indemnity clause in the contract is the real trigger for coverage as your contract, under normal circumstances, is an "Insured Contract" as defined under the Commercial General Liability policy (CGL). The CGL confers automatic coverage for "Insured Contracts," **but SMCCCD must have a written contract containing indemnity language in your favor prior to the loss in order to trigger coverage. As a result, the indemnity clause is crucial to trigger coverage.**

Should we ask for a waiver of subrogation from the contractor's insurer?

In the case of workers' compensation and property insurers **yes**; if SMCCCD does not do so, the contractor's insurance company can look to SMCCCD to reimburse any claims cost that they have incurred defending or indemnifying its insured on your project when there is contributory negligence by SMCCCD in the loss. "Subrogation" is the transfer to the insurance company of the contractor's right to collect for damages from another party, in this case, SMCCCD. In the case of liability insurers **no**; but this is true only if SMCCCD is named as an "additional insured" on the contractor's liability policy. Current case law holds that it is against public policy to allow an insurer to subrogate against its own insured, even an "additional insured." As long as SMCCCD is diligent in securing and confirming its additional insured status (by insisting on receiving a copy of the additional insured endorsement), there is no reason to require a waiver of subrogation on a liability policy. Note: the phrase "waiver of subrogation" is no longer used in the ISO Commercial General Liability form; rather the phrase "Transfer of Rights of Recovery against Others to Us" is now used. Normally it is favored to use current industry language rather than historical legal terms; in this case it

	is believed “waiver of subrogation” remains the best way to communicate to contractors and the legal community the intent of the agreement.
If a hold harmless agreement is not necessarily legally binding, why do we need to include it?	A hold harmless agreement usually does not relieve SMCCCD of legal liability for SMCCCD’s own negligence, but it does relieve SMCCCD of legal obligations arising out of the contractor’s negligence. Without the hold-harmless agreement, SMCCCD’s ability to be protected by your additional insured status is weakened.
What do I do if my contractor states that they are self-insured for liability, auto, and workers’ compensation, and they cannot provide a certificate of insurance?	In the State of California, organizations that are self-insured for workers’ compensation must have a Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations. They must also have authorization from the State to self-insure their auto exposure, but this is not the case for general liability. First, obtain copies of their documents granting them the authority to self-insure for workers compensation and automobile liability. Second, obtain a letter from the contractor that clearly states all of the requirements in your agreement apply to their self-insurance. Next, you will need to confirm that the contractor has assets available to cover any losses in the event they occur. This would normally include the review of their independently audited financial statements. Finally, you may require the contractor to issue a bond or a letter of credit to SMCCCD in an amount necessary to cover any losses.
The contractor states that he is a sole proprietor and does not carry workers’ compensation insurance as he has no employees, is this acceptable?	Yes ; many contractors are either sole proprietors or partnerships. The District’s contract templates require the contractor to certify that they are exempt from the State’s workers’ compensation requirements because they have no employees.

Appendix: Insurance Glossary

See the following link for a comprehensive glossary of insurance terms:

<http://www.ambest.com/resource/glossary.html#L>

Appendix: Summary of District insurance coverage requirements

Require coverage on an occurrence basis except professional liability which is usually on a claims-made basis

Require that SMCCCD be added as an additional insured by endorsement. A COI alone is not sufficient.

Require at least 30-days' notice of cancellation

Require the other party's insurance be primary

Require an aggregate limit that is higher than the occurrence limit (losses from other contractor jobs may reduce coverage available to you in case of a loss);

Require E&O (professional) insurance for a vendor/contractor with consulting exposure;

Require a fidelity bond for any contractor that has access to San Mateo County Community College District funds (coverage should also include forgery and alteration);

Require Insurance be placed with an insurance carrier that meets the AM Best Rating of A:X or better. This is the financial rating of the insurance carrier and is an indicator that the carrier is strong enough to back the insurance contract and the indemnification language and will be around should a loss occur and a payment needs to be made.

Require the vendor/contractor insurer waive subrogation against SMCCCD

Appendix: TULIP Risk Classification Schedule

TULIP Risk Classification Schedule

TULIP Class 1 – Low Hazard Risks

Includes the following risks:

Antique Shows	
Apparel Tradeshows	Ice Skating Shows
Art Festivals	Job Fair
Art Shows	Lectures
Auctions	Luncheons
Award Presentations	Math Tournament
Bridal Showers	Meetings
Ballet	Parades without Floats (under 500 attendees)
Classical Dance Shows	Poetry Readings
Chess Tournaments	Quinceanera
Bar Mitzvah	Recitals
Baptism	Reunions
Baby Shower	Seminars
Banquets	Speaking Engagements
Bazaars	Teleconference
Beauty Pageants	Telethons
Bingo Games	Travel Tradeshows
Book Publisher Tradeshows	Voter Registration
Bridal Trade Shows	Wedding Receptions
Business Parties	Weddings
Business Meetings	
Business Shows	
Charity Auctions or Sales	<u>Sporting Events:</u>
Fundraiser Dinners	Billiards
Children Birthday Parties	Bowling
Christmas Tree Lighting	Golf
Comedy Shows	Tennis Badminton
Conventions	<u>Concerts:</u>
Craft Shows	Band Rehearsals
Debutante Balls	Choir
Engagement Party	Classical
Easter Egg Hunt	Doo-Wop
Fashion Shows	Gospel
Flower Shows	Jazz
Funeral Service	Opera
Garden Shows	Orchestra
Graduations	Spiritual
Festivals (No live music)	Symphony
Impersonator – Celebrity or Holiday Character	

TULIP Risk Classification Schedule

TULIP Class 2 – Medium Hazard Risks

Includes the following risks

Card Games
Church Services
Computer Tradeshows
Consignment Sales
Farmers/Flea Market
Furniture Tradeshows
Pageants – With no overnight exposure
Sports Memorabilia Trideshow
Theatrical Productions
Video Game Contests – up to 1,000 attendees

Concerts:

Classic Rock – Up to 500 attendees
Country – Up to 500 attendees
Salsa

Sporting Events:

***Basketball – Up to 250 attendees
***Baseball – Up to 250 attendees
***Softball – Up to 250 attendees
***Walk-a-thons

TULIP Class 3 – Moderate Hazard Risks

Includes the following risks:

Automotive Tradeshows (Static Vehicles)
Car Shows (Static Vehicles)
Block Parties/Street
Closures/Street Fairs (No Live Music)
Company Retreats – No Minors present
Film Screenings
Live Stock shows – Up to 500 attendees
Picnics

Religious Assemblies – No Overnight
Restaurant Tradeshows
Tap Dancing Show
Women's Product Consumer Shows

Sporting Events:

***Gymnastics
***Marathons – Up to 1,000 attendees
***Road Race (Bicycle) - Up to 1,000 attendees

TULIP Class 4 – Submit to HCCS

Events must be referred to HCCS for rating and approval. Not all events falling in this class will be approved under the TULIP program.

Aerobics and Jazzercise
Classes or Events
Agricultural Tradeshows
Boat Shows
Cheerleading Events/Competitions
College Sporting Events
Film Shoots
Gun Tradeshows
Parades with Floats
Pet Consumer Show
Parties other than Business parties
Political Rally
Poker Runs
Renaissance Fairs
Sporting Good Tradeshows

Concerts:

Electronic	Music Festivals
Foreign	Pop
Heavy Metal	R&B
Hip Hop/Rap	Reggae
Rock	Soul
Tribute/Cover Bands	

Sporting Events:

Boxing	Soccer
Football	Extreme Sports
Hockey	MMA

***Coverage for participants at these sporting events will not be covered. If coverage is needed for participants please refer to HCCS.

Description of Excluded Events, Items
or Activities:

Aircraft events
Bounce Houses
Bungee Jumping
Carnivals
Childcare Operations
Circuses
Driver's Education
Evangelistic Meetings with Faith Healing
Events with prior losses
Fireworks
Go Kart Races
Gun & Knife Shows
Haunted Houses
Hang Gliding/Skydiving
Hot Air Balloon Rides/Events
Inflatables Rides/Games
Events with animals present
Flying classes
Laser tag
Luge
Mechanical Amusement Devices
Motorized Sporting Events
Overnight Events/Exposures
Paint Ball
Parachuting
Parasailing
Pyrotechnics
Raves
Reality TV Shows
Renaissance Fairs
Rodeos
Roping Events
Roller Coasters
Saddle Animals
Skate Boarding
Ski Events
Sky Diving
Slam Dancing
Temporary Structures
Tobogganing
Tractor Pulls
Trampolines
Wall Climbing
War Games/Re-enactments
Water Events
Water Slides

Any event not otherwise scheduled in
TULIP Class I, Class II, Class III events.

Description of Excluded
Vendor/Exhibitors:

Acts taking place at a Circus
Alcohol selling vendors
Aviation vendors
Animal Show Vendors
Any Food Vendors with open Flames
Any vendors having direct contact with
spectators/attendees
Caterers that prepare food onsite
Childcare Operations
Fireworks
Hypnotist
Magicians
Paintball
Remote Control race cars
Rock Climbing Walls
Santa Claus
Setting up any type of temporary
structures
Supply lighting
Selling Fire Arms or Knives
Security Companies
Supply artificial Snow or rain
Tattoo or Body Piercing
Trail Rides