

FIRE DISTRICT VENDOR INSURANCE REQUIREMENTS

Including Special Requirements for Food Trucks and Mobile Food Vendors

Drafting Note: These requirements should be reviewed by District counsel and the District's risk/insurance advisor before use. Actual coverage depends on policy language, endorsements, exclusions, and limits; a certificate of insurance alone does not amend coverage.

A. Commercial General Liability

- a. VENDOR shall provide Commercial General Liability insurance covering claims for Bodily Injury, Personal and Advertising Injury, and Property Damage on a policy form at least as broad as Insurance Services Office (ISO) form CG 00 01.
- b. Required limits shall be the greater of the broader coverage and maximum limits available to the Named Insured, including applicable Umbrella or Excess limits, or the following minimum limits:
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|----------------------------|---|
| \$1,000,000 per occurrence | Bodily Injury and Property Damage Liability |
| \$1,000,000 per occurrence | Personal and Advertising Injury Liability |
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products-Completed Operations Aggregate |
- c. Coverage must be written on an occurrence basis.
- d. Coverage must include Products-Completed Operations without a prior-work limitation or exclusion applicable to products or services provided under the Agreement.
- e. Contractual Liability coverage at least as broad as ISO CG 00 01 must be included.
- f. To the fullest extent permitted by law, DISTRICT and its directors, officers, officials, agents, volunteers, and employees must be included as Additional Insureds on a primary and noncontributory basis for liability arising from premises used for the Agreement, operations performed by or for VENDOR, and VENDOR's products and completed operations.
- g. A severability of interests or separation of insureds provision must apply, except with respect to the insurer's limits.
- h. The policy must not exclude third-party Bodily Injury or Property Damage arising from food preparation or service, mobile food operations, cooking equipment, grease-laden vapors, propane or other fuel, generators, fire, smoke, or explosion, when applicable to VENDOR's operations.
- i. For food vendors, Products-Completed Operations coverage must include third-party claims arising from food or beverages prepared, sold, served, or distributed by VENDOR, including alleged foodborne illness, contamination, or allergic reaction, subject to policy terms and exclusions.

B. Workers' Compensation and Employer's Liability

VENDOR shall maintain Workers' Compensation coverage providing statutory benefits as required by law and Employer's Liability coverage with limits not less than:

- \$1,000,000 each accident
- \$1,000,000 policy limit for Bodily Injury by disease
- \$1,000,000 each employee for Bodily Injury by disease

If VENDOR is self-insured, it shall provide a California Certificate of Consent to Self-Insure. If VENDOR is a sole proprietor or partnership with no employees and is legally exempt, it must provide a signed letter confirming ownership status, absence of employees, and the claimed exemption.

VENDOR and its Workers' Compensation insurer must waive rights of subrogation against DISTRICT and its directors, officers, officials, agents, volunteers, and employees. VENDOR shall be responsible for losses arising from failure to obtain the waiver.

Note: California State Compensation Insurance Fund coverage is acceptable regardless of A.M. Best rating.

C. Business Auto Liability

- a. VENDOR shall provide Business Auto Liability coverage at least as broad as ISO form CA 00 01.
- b. Coverage must apply to Bodily Injury and Property Damage caused by an accident resulting from ownership, maintenance, or use of covered autos.
- c. The limit shall be the greater of available limits, including Umbrella or Excess limits, or \$1,000,000 combined single limit per accident.
- d. Covered autos must include all owned, non-owned, and hired autos. A food truck or mobile vendor vehicle used at the event must be scheduled or otherwise qualify as a covered auto.
- e. DISTRICT and its directors, officers, officials, agents, volunteers, and employees must be Additional Insureds with respect to any auto owned, leased, hired, or borrowed by VENDOR. Coverage shall be primary and noncontributory.

D. Pollution / Environmental Liability

When operations involve propane, gasoline, diesel fuel, generators, cooking oil or grease, wastewater, chemicals, smoke, fumes, or other potential pollutants, VENDOR shall maintain Contractors Pollution Liability or other appropriate Pollution/Environmental Liability coverage, separately or by endorsement, with limits not less than \$1,000,000 per pollution condition or claim and \$1,000,000 aggregate.

Coverage must apply, as relevant, to third-party Bodily Injury, Property Damage, cleanup or remediation costs, and defense expenses arising from the actual or alleged release, escape, discharge, dispersal, seepage, migration, or presence of pollutants. If claims-made, the retroactive date must be no later than the start of VENDOR's operations, with coverage or an extended reporting period maintained as required by the Agreement.

DISTRICT and its directors, officers, officials, agents, volunteers, and employees shall be Additional Insureds, and coverage shall be primary and noncontributory, when commercially available.

E. Special Requirements for Food Trucks and Mobile Food Vendors

- Maintain all required permits, licenses, inspections, and approvals for food service, propane or fuel systems, generators, cooking equipment, and fire suppression systems.
- Comply with event-specific instructions from DISTRICT's Fire Marshal or authorized representative concerning placement, emergency access, separation distances, fuel storage, cooking, extinguishers, and suppression systems.
- Provide evidence, upon request, of current inspection and servicing of required hood suppression systems and portable fire extinguishers.
- Contain, clean up, and properly dispose of cooking oil, grease, wastewater, fuel, and other waste; do not discharge these materials onto DISTRICT property, into storm drains, or into the environment.
- Immediately report any fire, explosion, propane or fuel leak, spill, release, injury, illness complaint, or property damage associated with VENDOR's operations.

F. Evidence of Insurance and Policy Conditions

- Before operations begin, provide certificates and required endorsements evidencing Additional Insured status, primary and noncontributory coverage, waiver of subrogation, and all other required provisions.
- Certificates and endorsements must identify the applicable event or agreement. DISTRICT's acceptance does not waive or reduce VENDOR's obligations.
- Maintain required insurance throughout operations and any required completed-operations period.

- Deductibles and self-insured retentions are VENDOR's responsibility unless DISTRICT approves otherwise in writing.
- Required insurance limits do not limit VENDOR's liability or indemnity obligations.

G. Coverage Clarification

The CGL requirement is intended to require third-party Bodily Injury and Property Damage coverage for fire and explosion exposures applicable to VENDOR's operations. Coverage must still be verified through the actual policy and endorsements because exclusions, classifications, designated-operations limitations, propane provisions, and other terms may restrict coverage. Pollution/Environmental Liability is separately required because CGL may not respond to all pollution losses or cleanup costs.