

INSURANCE AND INDEMNIFICATION

1. At least thirty (30) days prior to the first date of use under this Agreement USER shall provide to the Sunset Cultural Center a Certificate of Insurance citing the User's public liability insurance policy in which the USER, Sunset Cultural Center, Inc. and the city of Carmel-by-the-Sea are the named insured. The **actual language** to be used shall be:

“The Sunset Cultural Center, Inc., its Trustees, Officers, Agents, Employees, and Volunteers” and “The City of Carmel-by-the-Sea, Its Elected, Public Officials, Officers, Agents and Employees”.

2. The policy shall be written on an “occurrence” basis and shall have no less than \$1,000,000 limit per occurrence for any injuries or death sustained by one or more persons and no less \$1,000,000 limit for any claim for property damage.
3. The term of the policy shall include the dates of the facility use in this Agreement, including move-in and move-out, and must include all activities anticipated by this Agreement.
4. If alcohol is to be served or provided during any part of the USER'S event, the USER'S liability policy must be endorsed to cover any claim arising out of the use of liquor with the same limits of \$1,000,000 per occurrence.
5. The Certificate of Insurance must include language that any cancellation of the described policy or policies before the expiration date thereof, requires the issuing company to inform all Certificate holders by written notice 30 days before the cancellation date



6. The policy must state that the USER holds harmless the Sunset Cultural Center from any and all claims of third persons arising out of the Users' occupancy, of any manner, shape or description.

7. The "Endorsement" page must accompany the Certificate of Insurance and must name Sunset Cultural Center, Inc., Its Trustees, Officers, Agents, Employees, and Volunteers as additional insured.

8. Users' event is subject to cancellation if the insurance requirements are not timely met.

12/11/07

L.G.