

UNIVERSITY RISK MANAGEMENT

STANDARD INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain and cause its sub-contractors to obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Neither the contractor nor its sub-contractors, under this agreement, are relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES

Commercial General Liability – ISO most current form, or its equivalent. Coverage to include:

Premises and Operations

Personal / Advertising Injury

Products / Completed Operations

Broad Form Property Damage

Liability assumed under an Insured Contract (including defense costs assumed under contract) Independent Contractors

General Aggregate	\$2,	,000,000
Products/Completed Operations Aggregate	\$2,000,000	
Each Occurrence Limit	\$1,	000,000
Personal/Advertising Injury	\$1,000,000	
Fire Damage (Any One Fire)	\$	50,000
Medical Payments (Any One Person)	\$	5,000

Commercial Liquor Liability

Required when alcohol is served at events

Liquor Liability can be included in the General Liability policy if added by endorsement to the policy Host Liquor Liability coverage may not be substituted for Liquor Liability

Liquor Liability Each Occurrence Limit	\$1,000,000
Liquor Liability Aggregate Limit	\$1,000,000

Automobile Liability including all:

Owned Vehicles Non-owned Vehicles Hired Vehicles

Bodily Injury/Property Damage (Each Accident) \$1,000,000

Workers Compensation

Statutory Benefits (Coverage A) Statutory

Employers Liability (Coverage B) \$ 100,000 Each Accident

\$ 100,000 Disease Each Employee\$ 500,000 Disease Policy Limit

ADDITIONAL INSURANCE REQUIREMENTS

- 1. All Insurers must be licensed or approved to do business within the State of Colorado and should possess a minimum A.M. Best's Insurance Guide rating of A VII.
- The Contractor shall provide the University of Colorado a Certificate of Insurance evidencing all required coverages prior to commencing work or entering University premises. The Certificate Holder shall read: University of Colorado Risk Management, 1800 Grant Street Suite 700, Denver CO 80203.
- 3. Unless otherwise specified, all policies must be written on an occurrence policy form. If coverage is written on a claims-made form, the retroactive date must be shown on the Certificate of Insurance
- 4. The Contractor shall name "The Regents of the University of Colorado, a body corporate, and its officers, employees, agents and volunteers" as Additional Insured with respect to liability and defense of suits as respects the liability policies. Additional insured coverage to provide all claim, defense and related expenses arising out of the performance of the ongoing or completed work or products or other activities, regardless of whether those claims arise out of the sole or partial negligence or acts or omissions, as allowed by law. These obligations survive the completion or termination of this agreement.
- 5. The University requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
- 6. A waiver of subrogation in favor of the University must apply as respects the Workers' Compensation policy.
- 7. The Contractor shall advise the University in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the University a new certificate of insurance showing such coverage is in force within 30 days of change.
- 8. The Contractor will provide the University a minimum 30 day advance written notice for cancellation, non-renewal, or material changes to policies required under the contract.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the University. The University reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

Non-Waiver

The parties hereto understand and agree that The University is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the University or its officers, employees, agents, and volunteers.

Mutual Cooperation

The University and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

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