

Insurance Requirements for Facility Use Agreement(s) used by Outside Organizations

All outside organizations seeking to rent Fulton County School Facilities are required to provide Insurance coverage. Organizations shall maintain, at its sole cost and expense, such insurance as will protect it and FCS and FCS's Board, officials, directors, officers, employees, agents and volunteers from all incidents, accidents and claims for any injury, property damage or liability which may arise from the use of FCS Facilities under this Agreement. A Certificate of Insurance is required to be submitted with the request to rent the facility and insurance coverages must be in effect at this time. The Certificate of Insurance should be issued on an ACCORD Form 25 or comparable form.

The following is the minimum insurance and limits that the Organization must maintain. If the Organization maintains higher limits or broader coverage than the minimums shown below, FCS requires and shall be entitled to the broader coverage and higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FCS.

Commercial General Liability Insurance

Organization shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury (including death), abuse and molestation, property damage to rented premises, advertising injury, and any other type of liability for which this Agreement applies. Policy shall be written on an "occurrence" form.

Automobile Liability Insurance

Organization shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident, for bodily injury and property damage, if vehicles are to be used in the delivery of or in the completion of services and work. Insurance shall include all owned, non-owned and hired vehicle liability.

Umbrella Liability Insurance

Organization shall procure and maintain Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance with limits not less than \$2,000,000.

Workers' Compensation and Employer's Liability (Required if organization, entity, or company employs workers.)

Workers' Compensation and Employers Liability coverage must be provided in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease. The policy shall provide a waiver of subrogation in favor of FCS.

Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

- A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (45) days prior written notice to FCS.
- Workers' Compensation and Employer's Liability insurance policies shall contain a waiver of subrogation in favor of FCS.
- Commercial General Liability, Automobile Liability, and Umbrella Liability shall include an endorsement making FCS an Additional Insured under such policies.

Certificates of Insurance (COI)

- Certificate of Insurance must indicate all required coverages, endorsements and waivers that are in force and filed under this Agreement. Certificate should be forwarded to: FCS, Attn: Director of Land Management, 6201 Powers Ferry Road, Atlanta, GA 30339.
- Required coverages not provided requires a written explanation and must accompany COI. Failure to provide could result in delay of approval.

Property Insurance

Organization assumes sole responsibility for loss or damage to its property and hereby releases FCS and FCS's boards, officials, directors, officers, employees, agents, and volunteers from loss or damage to Organization, its agent, representatives, employees, or by any subcontractor for property including tools, equipment, goods, machinery, materials and supplies.

Non-Limitation on the Organization's Liability

The obligations for the Organization to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Organization whether or not same is covered by insurance.

Special Risks or Circumstances

FCS reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

In-General:

- Non-profit Organizations, Clubs, PTA, Groups, etc. usually do not have employees, but volunteers. Workers' Compensation is not required if all volunteer staff; otherwise, Organization must comply with Georgia law. FCS does not provide Workers' Compensation nor is it legally liable for an Organization's workers' injuries, including death.
- Non-profit Organizations, Clubs, PTA, Groups, etc. may own, lease or hire vehicles – Auto Liability required.
- All non-profit Organizations, Clubs, PTA, Groups, etc. must have Commercial General Liability.
- FCS must be listed as Additional insured on all General Liability, Automobile Liability and Umbrella policies.
- All businesses (partnerships, corporations, LLC, etc.) must comply with all insurance requirements (CGL, AL, Umbrella and WC).
- Insurance coverage listed on Certificate of Insurance (COI) must be in effect upon submission of request.
- Additional coverages may be required if deemed appropriate by the FCS Risk Management Department.
- The organization or business name must coincide with information on the Certificate of Insurance.
- The business must be listed with the Georgia Secretary of State.
- Feeder teams should register in the name that is on the Certificate of Insurance.