



Conejo Recreation & Park District

Application for Indoor Rental Permit – Hillcrest Center for the Arts

Applicant Information

Name of Patron / Organization: _____ Today's Date: _____

Phone Number: _____ E-Mail Address: _____

Street Address: _____ City: _____ Zip: _____

Reservation Details (One-Time Rental) Contact the Center Supervisor for Recurring Rentals

Type of Event / Activity: _____ Estimated Attendance: _____

Preferred Room(s): ☐ Large Rehearsal Room ☐ Small Rehearsal Room ☐ Theatre ☐ Patio / Outdoor Stage

Date(s) Requested: _____ Day(s) of the Week: _____

Time of Reservation (4-Hour Minimum) No Early Entry

Set-Up Time: From _____ To _____ (1-Hour Minimum)

Program Time: From _____ To _____ (Actual Event Time)

Clean-Up Time: From _____ To _____ (1-Hour Minimum) Total Hours: _____

Additional Considerations

Are you requesting room set up by CRPD staff? ☐ No ☐ Yes: _____

Will the event be open to the public? ☐ No ☐ Yes

❖ Any marketing for the event must state "Not affiliated with CRPD" and may not use any CRPD logos or imagery.

Will admission be charged (or will donations be required)? ☐ No ☐ Yes – Amount: \$ _____

❖ If so, how are the proceeds to be used? _____

Will alcohol be served? ☐ No ☐ Yes; For Free ☐ Yes; For Sale (A valid ABC License is required if alcohol will be sold.)

Will any outside vendors (caterers, attractions, etc.) be used? ☐ No ☐ Yes – Type: _____

❖ All outside vendors (including caterers, attractions, and other businesses or organizations) are required to provide a *Certificate of Liability Insurance* and *Additional Insured Endorsement* naming the Conejo Recreation & Park District and the City of Thousand Oaks as additional insured. The permittee is responsible for collecting these documents from all outside vendors attending the event and to have these documents available for staff review.

Is the rental group a member of the Arts Council of the Conejo Valley (ACCV)? ☐ No ☐ Yes

❖ As member, would you like to have ACCV's insurance cover this rental? ☐ No ☐ Yes (Hourly Fee Applies)

Rental Fees & Requirements – Hillcrest Center for the Arts

Hourly Rental Fees Room / Area (Max Capacity)	<u>Class 2</u> ACCV Organizations	<u>Class 3</u> Non-Profit / Government	<u>Class 4</u> In-District Residents *	<u>Class 5</u> Out-of-District Non-Profits	<u>Class 6</u> Out-of-District Residents
Theatre, Per Performance (See Below)	\$611.00	\$705.00	\$940.00	\$940.00	\$1,410.00
Theatre, Hourly (Max: 55 plus 111 Audience)	\$40.56	\$46.80	\$62.40	\$62.40	\$93.60
Community Room (Max: 150)	\$39.00	\$45.00	\$60.00	\$60.00	\$90.00
Large Rehearsal Room (Max: 150)	\$39.00	\$45.00	\$60.00	\$60.00	\$90.00
Patio / Outdoor Stage (Max: 120)	\$39.00	\$45.00	\$60.00	\$60.00	\$90.00
Small Rehearsal Room (Max: 25)	\$20.80	\$24.00	\$32.00	\$32.00	\$48.00
The Classroom (Max: 15)	\$20.80	\$24.00	\$32.00	\$32.00	\$48.00
Fees & Refundable Deposits (Refundable Deposits will be returned to permittee if the facility is left clean and without damage.)					
Application Fee (Non-Refundable)	\$15.00	ACCV Insurance (Hourly Rate)		\$2.00	
Theatre Rental Deposit	\$500.00	Alcohol Deposit		\$150.00	
Large Room Rental Deposit (Max: 120 or 150)	\$300.00	Small Room Rental Deposit (Max: 15 or 25)		\$100.00	
Steinway Piano (Add \$180.00 for Tuning)	\$105.00	Knabe Piano (Add \$180.00 for Tuning)		\$80.00	
CRPD Theatre Technician (Hourly Rate)	\$30.00	Other CRPD Staff On-Site (Hourly Rate)		\$24.00	

* In-District Residents rate applies to residents of Thousand Oaks, Newbury Park, and the Ventura County portion of Westlake Village.

Staffing and Security Requirements

- One CRPD Facility Attendant is required for the duration of the event for every 100 people in attendance.
- An additional CRPD Facility Attendant is required for permits running past 7:00pm (with a 3-hour minimum).
- CRPD staff will determine which facility doors remain open, closed, or locked for safety and/or noise concerns.
- For parties over 100 people and serving food and/or alcohol, a minimum 2-hour clean-up period is required.
- For parties with alcohol, one security guard per 50 people in attendance is required.

Applicant Signature: _____ Date Signed: _____

FOR OFFICE USE ONLY			
Date Received: _____		Date Entered in Reservations: _____	
Permit No.: _____			
☐ Application Fee Paid	☐ Rental Deposits Paid	☐ Insurance Received	☐ All Fees Paid In-Full
CRPD Facility Attendant Scheduled: ☐ Yes ☐ N/A		Room Setup Templates Received: ☐ Yes ☐ N/A	
Daily Alcohol Sale Permit Received: ☐ Yes ☐ N/A		Security Guard Contract Received: ☐ Yes ☐ N/A	
Pre-Event Walkthrough Date: _____		Staff: _____	Concerns: ☐ No ☐ Yes *
Post-Event Walkthrough Date: _____		Staff: _____	Concerns: ☐ No ☐ Yes *
Rental Deposits Refunded: ☐ Full Refund ☐ Partial Refund; Amount Withheld: \$_____ ☐ No Refund			

* Concerns from either walkthrough should be documented, photographed, and reported to the Recreation Supervisor or Coordinator immediately.



Conejo Recreation & Park District

Rules and Regulations for Indoor Facility Rentals

THE GENERAL MANAGER reserves the right to cancel any application upon one week's notice (Article IV § 401).

PERMITS MAY BE REVOKED immediately—and all fees may be withheld—if the permittee or a guest in attendance willfully violates any rule or regulation established by CRPD or is found to have made false statements on the reservation application including, but not limited to, event attendance exceeding the amount listed on the application and/or room capacity.

ALCOHOL is not permitted at youth-oriented functions and may not be served to anyone under 21 years old.

- If alcohol will be served, one security guard is required for every 50 people in attendance, at least 30 minutes before and 30 minutes after serving. A security contract must be turned in at least 30 days prior to the event.
- If alcohol will be sold, or an admission fee is charged and alcohol is served, a daily sales permit must be obtained through the CA Dept. of Alcohol Beverage Control and turned in at least 10 days prior to the event.
- An event may not last longer than six hours or run later than 11:00pm if alcohol is being served at any point.
- Alcohol may only be served from the approved, designated bar area and may only be consumed inside the facility. All glass, including drinking glasses and beer bottles, must remain within the designated bar area. Only individual servings are allowed; bottles and/or buckets with bottles or cans may not be left on tables.

DECORATIONS must not cover or block fire extinguishers, exit signs, light switches, or doorways. Painter's tape may be used to hang or attach decorations. Any other type of adhesive or hardware including tacks, staples, or nails is prohibited. Decorations must be removed by the permittee at the end of the event.

ROOM SET-UP details must be submitted at least 30 days prior to the event. Room Set-Up templates are available.

APPLICATION FEE & DEPOSITS must be paid in-full when submitting the application. The application fee is non-refundable. Any refundable deposits will be returned within 10 business days of the event if the facility and the surrounding area are left clean and in the same condition they were found. A facility inspection must be conducted with CRPD staff before the event begins and also at the conclusion of the event. Failure to leave the facility and the surrounding area clean and undamaged may result in the forfeiture of all deposits.

ALL REMAINING RENTAL FEES must be paid in-full at least 30 days prior to the event.

CANCELLATIONS must be submitted to the office in writing. Requests for refunds will be granted as follows:

- A full refund, less the application fee, will be given if notice is received at least 45 days prior to the event date.
- A refund, less the application fee and deposits, will be given if notice is received less than 45 days prior.
- All fees will be withheld, including any refundable deposits, if the permittee fails to appear without notice.
- Any insurance fees paid to CRPD (if applicable) are non-refundable.

PERMIT CHANGES must be submitted at least 14 days prior to the event and require Center Supervisor approval.

PERMITTEE RESPONSIBILITIES include supervising children present, beginning and ending the event at the permitted times, and cleaning up the rental area, including picking up any trash and removing all decorations and signs.

I hereby acknowledge that I have read, understood, and agree to the Rules and Regulations outlined above.

Full Name of Applicant

Signature of Applicant

Date Submitted



Conejo Recreation & Park District

Waiver, Consent, and Hold Harmless Agreement

I acknowledge and understand that the Hillcrest Center for the Arts (403 W. Hillcrest Drive, Thousand Oaks, CA 91360)
Location(s) & Facility Name(s)

facility(s) is/are being provided for the conduct of a _____
Type of Event

The above facility is subject to wear and tear, deterioration, and abuse. The outdoor portion of the facility is subject to the effects of weather and the forces of nature. It is recognized that the outdoor facilities are subject to animal and human damage and erosion, that the surface of such facilities may be uneven, defective or contain foreign objects. The Conejo Recreation & Park District (herein referred to as "CRPD") and the City of Thousand Oaks (herein referred to as "the City") will within the reasonable constraints of its facilities and budget, perform necessary maintenance on the facility. The undersigned agrees to carefully inspect and satisfy for him or her that the facilities provided are reasonably safe for their intended use. Once having conducted such inspection the undersigned agrees that he or she expressly assumes the risk of any defect in the premises herein occasioned by the want of inspection, maintenance and warning. The undersigned releases, waives, holds harmless and discharges CRPD and the City from any and all liability or responsibility which arises out of the use of or the conditions of the premises herein. The undersigned agrees to be solely responsible for and all liability, claims, loss, damage, costs and expenses, including attorneys' fees arising out of or resulting from any injury to persons or damage to property which arise out of its use of CRPD and the City facilities. The undersigned shall indemnify, defend, and hold harmless CRPD, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the undersigned's use or occupancy of a facility or property controlled by CRPD, unless solely caused by the gross negligence or willful misconduct of CRPD, its officers, employees, or agents.

Compliance with All Applicable Law, Rules, & Regulations

The undersigned shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The undersigned also agrees to abide by all applicable local, state, and federal accessibility standards and regulations. The undersigned further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. CRPD reserves the right to immediately revoke the undersigned's right to use of the facility under this agreement should the undersigned fail to comply with any provision of this section.

Force Majeure Events

Notwithstanding anything to the contrary contained in this agreement, the CRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The undersigned waives any right of recovery against CRPD and the City, and the undersigned shall not charge results of "acts of God" to CRPD, its officers, employees, or agents.

I hereby acknowledge that I have read, understood, and agree to the terms of the above agreement, and I understand that it includes, but is not limited to, the permitted date(s) and any additional date(s) the parties may jointly agree to.

Full Name of Applicant

Signature of Applicant

Date Submitted



Conejo Recreation & Park District

Insurance Requirements for Facility Rentals

Hillcrest Center, Goebel Adult Community Center, and Thousand Oaks Teen Center

A Certificate of Liability Insurance and an Additional Insured Endorsement naming the Conejo Recreation & Park District (CRPD) and the City of Thousand Oaks (CTO) as additional insureds must be provided at least 10 days prior to the event. Insurance is also required of any caterers, vendors, organizations, security, or other businesses present during the event, including the set-up and clean-up times.

The permittee shall procure and maintain commercial liability insurance with coverage at least as broad as Insurance Services Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name "The Conejo Recreation & Park District and the City of Thousand Oaks, their officers, employees, agents, and volunteers" as additional insureds prior to the use of the facility. Permittee shall file such certificates of such insurance with CRPD, which shall be endorsed to provide thirty (30) days' notice to CRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, CRPD may deny access to the facility.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an Assigned Policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CRPD's Risk Manager.

Requirements of specific coverage features, or limits contained in this regulation are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If the permittee maintains higher limits than the minimums shown above, CRPD requires and shall be entitled to coverage for the higher limits maintained by the permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CRPD.

Special Event Liability Insurance Information

The State of California maintains a List of Approved Surplus Line Insurers. Ask your agent, broker, or "Surplus Line" broker if the insurer is on that list, or view that list on the CA Department of Insurance Website: www.insurance.ca.gov

The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "Surplus Line" broker or contact the California Department of Insurance at the following toll-free number: 1-800-927-4357. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also contact the National Association of Insurance Commissioners by visiting their website: www.naic.org

I hereby acknowledge that I have read, understood, and agree to the Insurance Requirements outlined above.

Full Name of Applicant

Signature of Applicant

Date Submitted



Conejo Recreation & Park District

Insurance Requirements for Rentals

Give this document to your (or your organization's) insurance agent.

A current Certificate of Liability Insurance and Additional Insured Endorsement must be received by the Conejo Recreation & Park District at least ten (10) business days prior to the permit date.

- An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against the Conejo Recreation & Park District and City of Thousand Oaks.
- Renters who have employees are required to carry worker's compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
 - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- **Minimum liability limits are as follows:**
 - **\$2,000,000** **General Aggregate** (*\$4,000,000 for Sports Organizations*)
 - **\$1,000,000** **Per Occurrence** (*\$2,000,000 for Sports Organizations*)
 - **\$1,000,000** **Products Completed-Operations Coverage** (*if applicable*)
 - **\$1,000,000** **Automotive** (*if applicable*)
- Umbrella or Excess Liability insurance is acceptable to fulfill the required liability limits.

Continued on Next Page



Conejo Recreation & Park District

- **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage \$2,000,000 per occurrence and \$4,000,000 in general aggregate.**
- **Products Completed-Operations Coverage:** Vendors such as caterers or attractions shall obtain and maintain a policy covering Products Completed-Operations with a limit of no less than \$1,000,000 per occurrence or claim.
- **Automotive Insurance** may be required if the permittee or vendors will be driving in non-designated areas such as fields and grass areas, or if a vehicle will be used for business purposes during the permitted hours.
- The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

Conejo Recreation & Park District, its Directors, Officers, Agents, Volunteers, and Employees 403 W. Hillcrest Drive Thousand Oaks, CA 91360	City of Thousand Oaks its Directors, Officers, Agents, Volunteers, and Employees 2100 Thousand Oaks Blvd. Thousand Oaks, CA 91362
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- **Cancellation Clause** must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."
- No blanket endorsements will be accepted.

Sample Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2025

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 have ADDITIONAL INSURED provisions or 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 Insurance Agent Street Address City, State, Zip	CONTACT NAME: Rental User Group	FAX (A/C, No):
	PHONE (A/C, No, Ext): 555-555-5555	E-MAIL ADDRESS: email@domain.com
INSURED Rental User Group Street Address City, State, Zip	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Insurance Company Name	NAIC # 00000
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 00000 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	CGL123456	01/01/2025	12/31/2025	EACH OCCURRENCE \$ 1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Description of activity, specific location, and date(s).

* Renters who have employees are required to carry worker's compensation and have an agreement/ endorsement of waiver of subrogation for workers' compensation for employee injury/illness.

** If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. Minimum coverage \$2,000,000 per occurrence and \$4,000,000 in general aggregate.

CERTIFICATE HOLDER

Conejo Recreation & Park District
its Directors, Officers, Agents,
Volunteers, and Employees
403 W. Hillcrest Drive
Thousand Oaks, CA 91360

City of Thousand Oaks
its Directors, Officers, Agents,
Volunteers, and Employees
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

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.

AUTHORIZED REPRESENTATIVE

Signature of Authorized Representative

ACORD 25 (2016/03)

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Sample Additional Insured Endorsement

POLICY NUMBER: 00000

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Conejo Recreation & Park District
its Directors, Officers, Agents,
Volunteers, and Employees
403 W. Hillcrest Drive
Thousand Oaks, CA 91360

City of Thousand Oaks
its Directors, Officers, Agents,
Volunteers, and Employees
1100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Sample Waiver of Transfer of Rights of Recovery Endorsement

POLICY NUMBER: 00000

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Conejo Recreation & Park District

City of Thousand Oaks

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Sample Primary and Noncontributory Endorsement

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.