

## Application for Indoor Rental Permit – Thousand Oaks Community Center

### **Applicant Information**

Name of Patron / C	Organization:	Today's Date:			
Phone Number:	E-Mail Address: _				
Street Address:					
Reservation Details	s (One-Time Rental) Contact the Center Sup	ervisor for Recurring Rentals			
Type of Event / Acti	tivity:	Estimated Attendance:			
Preferred Room(s):	☐ Main Hall / Gym ☐ Crafts Room [	Lounge Platform Total Indoor Facility			
Date(s) Requested:	Day(	(s) of the Week:			
Time of Reservatio	on (4-Hour Minimum) No Early Entry				
Set-Up Time:	From To (7	1-Hour Minimum)			
Program Time:	From To (A	Actual Event Time)			
Clean-Up Time:	From To (7	1-Hour Minimum) Total Hours:			
Additional Conside	erations				
Will you be decorat	ting the venue: No Yes – Details:				
	pen to the public? No Yes	CRPD" and may not use any CRPD logos or imagery.			
Will admission be c	charged (or will donations be required)?	No Yes – Amount: \$			
❖ If so, how are th	the proceeds to be used?				
Will alcohol be serv	ved? No Yes; For Free Yes; F	or Sale (A valid ABC License is required if alcohol will be sold.)			
<ul> <li>All outside vend a Certificate of District as addit</li> </ul>	dors (including caterers, attractions, and other final line in the liability Insurance and Additional Insured	No Yes – Type:er businesses or organizations) are required to provide Endorsement naming the Conejo Recreation & Parker collecting both of these documents from all outside available for review by CRPD staff.			

## Rental Fees & Requirements – Thousand Oaks Community Center

Hourly Rental Fees Room / Area (Max Capacity)	Class 3  Non-Profit / Government		Class 4 In-District Residents *		<u>Class 5</u> Out-of-District Non-Profits	<u>Class 6</u> Out-of-District Residents	
Gymnasium (Max: 300)	\$60.00			\$80.00	\$80.00	\$120.00	
Craft Room (Max: 40)	\$27.00			\$36.00	\$36.00	\$54.00	
Platform (Max: 30)	\$27.00			\$36.00	\$36.00	\$54.00	
Lounge (Max: 10)	\$19.50			\$26.00	\$26.00	\$39.00	
Fees & Refundable Deposits (Refundable Deposits will be returned to permittee if the facility is left clean and without damage.)							
Application Fee (Non-Refundable)			Alcohol Deposit				\$150
Gymnasium Rental Deposit	\$400		Craft Room Rental Deposit			\$200	
Platform Rental Deposit	\$200		Lounge Rental Deposit			\$100	
CRPD Facility Attendant (or Recreation Leader) On-Site (Hourly Rate; See Staffing Requirements Below)							\$24

<sup>\*</sup> 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.

Applicant Signature: \_\_\_\_\_\_ Date Signed: \_\_\_\_\_

• For parties with alcohol, one security guard per 50 people in attendance is required.

FOR OFFICE USE ONLY							
Date Received: Date Entered in Rese	rvations: 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: $\square$ Yes $\square$ N/A						
Daily Alcohol Sale Permit Received: $\square$ Yes $\square$ N/A	Security Guard Contract Received: ☐ Yes ☐ N/A						
Pre-Event Walkthrough Date: Staff	: Concerns: $\square$ No $\square$ Yes *						
Post-Event Walkthrough Date: Staff	: Concerns: $\square$ No $\square$ Yes *						
Rental Deposits Refunded: ☐ Full Refund ☐ Partial R	efund; Amount Withheld: \$   \text{No Refund}						

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



### **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



## Waiver, Consent, and Hold Harmless Agreement

Full Name of Applicant	Signature of Applicant	Date Submitted
_	erstood, and agree to the terms of the above mitted date(s) and any additional date(s)	_
agreement to the extent and whenever it shall For purposes of this agreement, a "Force Nepidemic, civil disturbances, acts of terrorism undersigned waives any right of recovery aga to CRPD, its officers, employees, or agents.	ntained in this agreement, the CRPD shall be early be prevented from the performance of such of Majeure Event" includes but is not limited to m, regulation of any public authority, and other control and the City, and the undersigned shall be controlled by the control of the c	oligations by any Force Majeure Event. fires, floods, earthquakes, pandemic, ner causes beyond their control. The nall not charge results of "acts of God"
Force Majeure Events		
gatherings. The undersigned also agrees to a The undesigned further agrees that it is solely rules, regulations, orders, and/or guidance in distancing, limits on the size of gatherings, u	state, and federal laws and regulations related bide by all applicable local, state, and federal a y responsible for reviewing and ensuring comp n effect at the time of the use of the facility i use of appropriate sanitation practices, etc. CR acility under this agreement should the undersi	ccessibility standards and regulations. liance with all applicable public health ncluding, but not limited to, physical PD reserves the right to immediately
Compliance with All Applicable Law, Rules,	& Regulations	
of weather and the forces of nature. It is re- erosion, that the surface of such facilities m District (herein referred to as "CRPD") will maintenance on the facility. The undersigned reasonably safe for their intended use. Once assumes the risk of any defect in the prem undersigned releases, waives, holds harmless the use of or the conditions of the premises loss, damage, costs and expenses, including property which arise out of its use of CRPD far employees, and agents from any and all losse to any person or persons or damage to pro		to animal and human damage and bjects. The Conejo Recreation & Park ities and budget, perform necessary or her that the facilities provided are igned agrees that he or she expressly tion, maintenance and warning. The y or responsibility which arises out of esponsible for and all liability, claims, any injury to persons or damage to d, and hold harmless CRPD, its officers, damages, including liability for injuries y related to the undersigned's use or
facility (a) is (and begin a removided for the con-	and at at a	
rackilowiedge and understand that the _	Location(s) & Faci	ity Name(s)
I acknowledge and understand that the _	Thousand Oaks Community Center (2525 N. Mo	orpark Rd., Thousand Oaks, CA 91360)



### **Insurance Requirements for Facility Rentals**

A Certificate of Liability Insurance and an Additional Insured Endorsement naming the Conejo Recreation & Park District (CRPD) 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, its 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: <a href="https://www.insurance.ca.gov">www.insurance.ca.gov</a>

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: <a href="https://www.naic.org">www.naic.org</a>

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			



## **Insurance Requirements for Rentals**

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

A current <u>Certificate of Liability Insurance</u> and <u>Additional Insured Endorsement</u> 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 <u>required</u> 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.
- > 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** 



- > 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 nondesignated 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

- 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 liqu of such endorsement(s).

this certificate does not comer rights to the certificate holder in fled of such endorsement(s).						
PRODUCER		Rental User Group				
Insurance Agent	PHONE (A/C, No, Ext):	<mark>555-555-5555</mark>	FAX (A/C, No):			
Street Address	E-MAIL ADDRESS:	email@domain.com				
City, State, Zip		INSURER(S) AFFORDING COVERAGE		NAIC#		
	INSURER A :	Insurance Company Name		00000		
INSURED	INSURER B:					
Rental User Group	INSURER C :					
Street Address	INSURER D :					
City, State, Zip	INSURER E :					
	INSURER F :					

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   ADDLISUBR   POLICY EFF   POLICY EFF							
INSR LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000.00
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$
l _		_					MED EXP (Any one person)	\$
A		Y	Y	CGL123456	01/01/2025	12/31/2025	PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000.00
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED 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							PER OTH- STATUTE ER	
AND EMPLOYERS LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A					E.L. EACH ACCIDENT	\$
l	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

CANCELLATION

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

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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

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

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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.

CG 20 26 12 19

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## 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

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.