



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

FOR EXTERNAL USE

Contact Name: _____
 PHONE: _____ Fax: _____
 Email is helpful so we can reach out if changes are needed

INSURER(S) AFFORDING COVERAGE: _____ NAIC#: _____

INSURER A: Company() _____

INSURER B: _____

INSURER C: _____

INSURER D: _____

INSURER E: _____

INSURER F: _____

If filming on a runway at the Ontario International Airport, limits should be no less than \$10,000,000 in general and auto liability.

All other terms and conditions remain the same.

INSURED
Vendor Name (must be on the permit/agreement)
Vendor Address

COVERAGES CERTIFICATE 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|-------------------------------------|--|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Policy number listed- should be the same on all endorsements | | Not Exp | EACH OCCURRENCE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC Other: _____ | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | BODILY INJURY (Per person) \$ |
| | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | BODILY INJURY (Per accident) \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | | | | | | | Per Statute OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

"The City of Ontario, its directors, officials, employees, agents, and volunteers are included as an Additional Insured on the General Liability Policy and Auto Liability Policy."

If Filming at Ontario International Airport (ONT):
"The Ontario International Airport, its directors, officials, employees, agents, and volunteers are included as Additional Insured on the General Liability Policy and Auto Liability Policy."

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| City of Ontario 303 E. B St. Ontario, CA 91764 | 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 MUST BE SIGNED |
| If Filming at ONT: Ontario International Airport 1923 E. Avion St. Ontario, CA 91761 | |

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):

"The City of Ontario, its directors, officials, employees, agents, and volunteers."

If Filming at Ontario International Airport (ONT):

"The Ontario International Airport, its directors, officials, employees, agents, and volunteers."

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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

NON-OWNED AUTO LIABILITY COVERAGE PART

SCHEDULE

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

**"The City of Ontario, its directors, officials, employees, agents, and volunteers.
303 E. B St., Ontario, CA 91761"**

If Filming at Ontario International Airport (ONT):

**"The Ontario International Airport, its directors, officials, employees, agents, and volunteers.
1923 E. Avion St., Ontario, CA 91761"**

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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Coverage is primary, non contributory.

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:

"The City of Ontario, its directors, officials, employees, agents, and volunteers. 303 E. B St., Ontario, CA 91761"

If Filming at ONT: "The Ontario International Airport, its directors, officials, employees, agents, and volunteers. 1923 E. Avion St., Ontario, CA 91761"

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.

Provide WC State-Specific Policies and Corresponding Resident Offices

See next page for Workers Compensation Waiver of Subrogation

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: ###
Effective Date: xx/xx/xxxx
Named Insured and Address:
Provide Address

Endorsement Number: ###

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

"The City of Ontario, its directors, officials, employees, agents, and volunteers."

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If Filming at Ontario International Airport (ONT):
"The Ontario International Airport, its directors, officials, employees, agents, and volunteers."

Requires a Signature

Countersigned by _____

Authorized Representative



Insurance Requirements: For the legal protection of the City (and Ontario International Airport Authority, if filming occurs at Ontario International Airport), the Applicant shall not commence work until it has provided evidence satisfactory to the City (or the Ontario International Airport Authority) that it has secured all insurance required under this section. An Applicant shall be required to provide the following:

- a. **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this permit.
 - i. If filming on the runway at Ontario International Airport, limits would be no less than \$10,000,000 in the general aggregate. All other terms and conditions remain the same.
- b. **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$2,000,000 combined limit for each occurrence.
- c. **Workers Compensation Insurance:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
- d. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on an Applicant's policies of Commercial General Liability and Automobile Liability

insurance regarding liability and defense of suits or claims arising out of the performance of the permit. Additional insured endorsements for Commercial General Liability and Automobile Liability shall be provided.

- i. If filming at Ontario International Airport, the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission shall be named as additional insureds on an Applicant's policies of Commercial General Liability and Automobile Liability insurance regarding liability and defense of suits or claims arising out of the performance of the permit. Additional insured endorsements for Commercial General Liability and Automotive Liability shall be provided.
- e. The Applicant shall provide a Workers' Compensation and Employer's Liability Waiver of Subrogation endorsement that states the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
 - i. If filming at Ontario International Airport, the Applicant shall provide a Workers' Compensation and Employer's Liability Waiver of Subrogation that states the insurer waives all rights of subrogation against the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission.
- f. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow the Applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Applicant hereby waives its own right of recovery against the City.
 - i. If filming at Ontario International Airport, all required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission or shall specifically allow the Applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Applicant hereby waives its own right of recovery against the Ontario International Airport Authority.

- g. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
 - i. If filming at Ontario International Airport, all policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- h. Acceptability of Insurers: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- i. The Applicant shall include all subcontractors engaged in any work relating to the permit as additional insureds under the Applicant's policies, or the Applicant shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. Applicant shall not allow any subcontractor to commence work on any permit until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.
 - i. If filming at Ontario International Airport, the Applicant shall include all subcontractors engaged in any work relating to the permit as additional insureds under the Applicant's policies, or the Applicant shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the

terms of these Insurance Requirements, including adding the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission as additional insureds to the subcontractor's policies.

- j. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- k. If at any time during the life of the permit, any policy of insurance required under the permit does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by the Applicant or the City will withhold amounts sufficient to pay premium from the Applicant payments. In the alternative, the City may cancel the permit.
- l. To the fullest extent permitted by law, the Applicant shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of the Applicant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance for the Applicant's film permit, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, the Applicant's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.
 - i. If filming at Ontario International Airport, the Applicant shall defend, indemnify and hold the Ontario International Airport

Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission free and harmless from any and all claims, demands, causes of action, suits actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of the Applicant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance for the Applicant's film permit, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, the Applicant's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the Ontario International Airport Authority.