

Bike Share Insurance Requirements

Each bike share operator (Operator) shall continuously maintain throughout the entire term of the permit, at no expense to the City, the following insurance coverage and limits of liability:

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

1. Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

\$1,000,000 per Occurrence;
\$2,000,000 General Aggregate;
\$2,000,000 Products/Completed Operations Aggregate; and
\$1,000,000 Personal/Advertising Injury Liability.

Coverage shall include: Premises and Operations; Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

2. Umbrella or Excess Liability "follow form" insurance over primary CGL insurance limits, if necessary, to provide total minimum limits of liability of \$6,500,000 per occurrence, \$10,000,000 aggregate. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
 3. Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH MINIMUM LIMITS OF LIABILITY OF \$1,000,000 CSL.
- C. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** Operator shall include "the City of Seattle" as an additional insured to all of the insurance coverage listed above; which shall also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by Contractor's insurance coverage to provide the City of Seattle additional insured coverage as set forth herein.
- D. NO LIMITATION OF LIABILITY:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Operator or any of the Operator's insurers. The City shall be an additional insured as required in paragraph C. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent, or otherwise.
- E. REQUIRED SEPARATION OF INSURED PROVISION; CROSS-LIABILITY EXCLUSION AND OTHER ENDORSEMENTS PROHIBITED:** Operator's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability.

Operator's insurance policy shall not contain any provision, exclusion, or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Operator's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Operator's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract or Permits with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Operator or reduced and/or offset against the Contract.

- F. NOTICE OF CANCELLATION:** The above checked insurance coverages shall not be canceled by Operator or Insurer without at least 30 days written notice to the City, except 10 days' notice for non-payment of premium.
- G. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by a licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- H. EVIDENCE OF INSURANCE:** Operator must provide the following as evidence of insurance:
 - a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein. In the "Certificate Holder" field of the certificate of insurance, write "City of Seattle."; and
 - b) An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the required insurance policies.

At any time upon the City's request, Operator shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Operator shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Seattle.

Send certificate and additional insured endorsement to: *Kyle Rowe – kyle.rowe@seattle.gov*.