

**Minimum Insurance Requirements
For Use of
School Buildings and Grounds by
Parent-run, Non-Profit Enrichment Programs**

A. GENERAL REQUIREMENTS. The Parent Run/Non-profit Organization shall procure and maintain, during the entire period of performance in connection to the approved use of District owned property, including school buildings and grounds, the types of insurance specified below. All the required insurance must be written on an occurrence basis. If the requested use of District owned facilities, including the use of DCPS property is approved by the Department of General Services Realty Office (DGS Realty), then the Parent Run/Non-profit Organization shall have its insurance broker or insurance company submit a Certificate of Insurance to the DGS Realty Office giving evidence of the required coverage prior to commencing any activity in connection with the requested and approved use of District owned property, including school buildings and grounds. In no event shall any activity be performed until the required Certificates of Insurance, signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the DGS Realty Office. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the activity is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Parent Run/Non-profit Organization shall require all of its event vendors to carry insurance satisfying the requirements listed herein. The Parent Run/Non-profit Organization shall ensure that all policies provide that the DGS Realty Office shall be given written notice within a reasonable period of time in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Parent Run/Non-profit Organization shall provide The DGS Realty Office with ten (10) days prior written notice in the event of non-payment of premium.

Required Insurance Coverage and Limits:

1. Commercial General Liability Insurance. The Parent Run/Non-profit Organization shall provide evidence satisfactory to the DGS Realty Office with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; and Personal and Advertising Injury;. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.

2. Automobile Liability Insurance. The Parent Run/Non-profit Organization shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the activity or used in connection with the use of District-owned property, including activities relating to the approved use of school buildings and grounds. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Parent Run/Non-profit Organization shall

provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia.

Employer's Liability Insurance. The Parent Run/Non-profit Organization shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Sexual/Physical Abuse & Molestation. The Parent Run/Non-profit Organization shall provide evidence satisfactory to the DGS Realty Office with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

5. Umbrella or Excess Liability Insurance. The Parent Run/Non-profit Organization shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

Insurance Coverage that may be required after review of Application and proposed use:

6. Professional Liability Insurance (Errors & Omissions). The Parent Run/Non-profit Organization shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$_____ per occurrence for each wrongful act and \$_____ annual aggregate.

7. Crime Insurance (3rd Party Indemnity). The Parent Run/Non-profit Organization shall provide a 3rd Party Crime policy to cover the dishonest acts of Parent Run/Non-profit Organization's employees which result in a loss to the District. The policy shall provide a limit of \$_____ per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

8. Environmental Liability Insurance. The Parent Run/Non-profit Organization shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$_____ in coverage per incident and \$_____ aggregate.

9. Employment Practices Liability. The Parent Run/Non-profit Organization shall provide evidence satisfactory to the DGS Realty Office with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Parent Run/Non-profit Organizations Endorsement. The policy shall provide limits of \$_____ for each wrongful act and \$_____ annual aggregate for each

wrongful act.

B. DURATION. The Parent Run/Non-profit Organization shall carry all required insurance until all activities granted by and in connection to the use of District-owned property, including school buildings and grounds are completed as determined by DGS Realty Office.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PARENT RUN/NON-PROFIT ORGANIZATION'S LIABILITY UNDER THIS CONTRACT.

D. PARENT RUN/NON-PROFIT ORGANIZATION'S PROPERTY. Parent Run/Non-profit Organization and event vendors are solely responsible for any loss or damage to their personal and business property, including but not limited to tools and equipment, vehicles, temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Parent Run/Non-profit Organization shall include all of the costs of insurance and bonds in the contract price.

F. NOTIFICATION. The Parent Run/Non-profit Organization shall immediately provide the DGS Realty Office with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the DGS Realty Office.

G. CERTIFICATES OF INSURANCE. Prior to the commencement of activity in connection with the approved use of District owned property, including school buildings and grounds, the Parent Run/Non-profit Organization shall submit valid certificates of insurance and accompanying endorsements giving evidence of the required coverage as specified in this section. Evidence of insurance shall be submitted to:

CONTACT Department of General Services
Realty Office
2000 14th Street NW, 5th Floor
(202) 442-5199

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGES
Commercial General Liability: Per Occurrence: \$1,000,000 Aggregate: \$2,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$1,000,000 Liquor Liability: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence
Workers' Compensation: See applicable statute for jurisdictional requirement Employers' liability: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000
ADDITIONAL COVERAGES: Requirements to be determined depending on individual contract
Umbrella or Excess Liability: \$2,000,000 to 5,000,000+ (depending on contract)
Professional Liability (E&O): Per Occurrence: \$1,000,000+ (depending on contract) Aggregate: \$1,000,000+ (depending on contract)
3rd Party Crime Insurance: Per Occurrence for Each Wrongful Act: \$50,000 + (depending on exposure)
Sexual Abuse & Molestation (GL): Per Occurrence : \$1,000,000+ (depending on contract) Aggregate: \$1,000,000+ (depending on contract)
Environmental Liability: Per Occurrence : \$1,000,000+ (depending on contract) Aggregate: \$1,000,000+ (depending on contract)
Employment Practices Liability: Per Occurrence : \$1,000,000+ (depending on contract) Aggregate: \$1,000,000+ (depending on contract)