

Insurance Requirements

All Special Events, except First Amendment Events and other events that have received a waiver pursuant to SBMC Chapter 15.17, are required to provide a Certificate of Insurance to cover all event, setup and breakdown days. Insurance limits are determined for each event by the City Risk Manager or his/her designee. All decisions made by the Risk Manager or his/her designee are final. Required insurance levels are based on the size, scope and elements of your event, including the amount of risk associated with event activities. General guidelines are as follows:

A Certificate of Insurance, **plus the endorsement** (to indicate coverage has been bound), must be received no later than four weeks prior to your first rental day, and must show you have contracted an insurance policy with the terms and conditions set forth at [SantaBarbaraCA.gov/SpecialEvents](https://www.santabarbaraca.gov/SpecialEvents).

- The minimums for comprehensive general liability and automobile liability coverage as set forth at [SantaBarbaraCA.gov/SpecialEvents](https://www.santabarbaraca.gov/SpecialEvents).
- Includes all set-up, event and breakdown days.
- Covers high-risk activities that you will have at your event such as alcohol, inflatable bouncers, Velcro walls, rock climbing walls, petting zoos, etc.; modified to reflect what activity organizer will have.
- Lists the **City of Santa Barbara, its officers, employees and agents** (use this exact language) as additional insured.

Indemnification Requirements

Prior to issuance of an event permit, the applicant or the authorized officer of the sponsoring organization must sign an agreement to reimburse the City of Santa Barbara, in a form consistent with this requirement and acceptable to the City Attorney, for any costs incurred in repairing damage to City property occurring in connection with the permitted event and proximately caused by the actions of the permittee or sponsoring organization, its officers, employees, volunteers or agents, or any person who was under the permittee's or sponsoring organization's control insofar as permitted by law. For purposes of this Section, a person who merely joins in a special event is not considered, by reason of that act alone, to be "under the control" of the permittee or sponsoring organization.

Each Special Events permit shall expressly provide that the permittee agrees, at permittee's own costs and expense, to indemnify, hold harmless, and defend the City, including, but not limited to, the City Council, boards and commissions of the City of Santa Barbara, its officers, agents, employees and volunteers (collectively "City Indemnitees"), from and against any and all demands, claims, actions, suits, judgments, damages, liability, costs and expense, including, but not limited to, reasonable attorneys' and other professional fees (collectively "Claims"), to the extent arising directly or indirectly from one or more of the following:

1. The possession, occupancy, use, or enjoyment of the permitted area by Permittee or its officers, agents, contractors, subcontractors, employees, volunteers, sponsors, participants, guests, and invitees thereof (collectively the "Indemnitors");
2. Permittee's business, activities, operations, services or work conducted in, on or about the permitted area;
3. Any breach or default in the performance of any obligation on Permittee's part to be performed under the terms of the Special Events Permit;
4. Any negligent or wrongful act or omission of any Indemnitor;
5. Furnishing or supplying any work, services, materials, equipment or supplies by any person, firms, corporations, or other entities in, on or about the permitted area on behalf of the permittee; provided, however, that Permittee shall have no obligation to indemnify, protect, or defend or hold harmless the City Indemnitees for Claims arising from the sole active negligence or willful misconduct of the City Indemnitees.

All provisions of the Indemnification Agreement shall survive the termination or expiration of the Special Events Permit. In addition to bearing the full cost and expense of defending the City, the Indemnitor shall also indemnify and hold the City harmless from any settlement entered into and any judgment that may be rendered against the City as a result of and in proportion to and to the extent of the alleged willful or negligent acts or omissions of the Indemnitor or Indemnitor's officers, agents, employees, or volunteers in connection with the permitted event or activity.

The indemnification requirement described herein shall be waived by the City for those applicants who have established a basis for the waiver of insurance pursuant to SBMC Chapter 15.17.

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