



Submit all insurance certificates to:

[FacilityBooking@ScottsdaleAZ.gov](mailto:FacilityBooking@ScottsdaleAZ.gov)

City of Scottsdale, Attn: Facility Booking Office

7447 E Indian School Rd, Suite 300

Scottsdale, AZ 85251

## City of Scottsdale Vendor Requirements Statement Standard Terms & Conditions

**Entire Agreement** This Vendor Requirements Statement constitutes the entire understanding between the parties and all previous representations, written or oral, with respects to the services specified herein. This Vendor Requirements Statement may not be modified or amended.

In order to be approved as a vendor by the City, Vendor agrees through its authorized signature below to the following terms and conditions:

- (a) the information supplied to the City in this application is complete and accurate;
- (b) Vendor holder shall be responsible for all liability and damages arising from or related to any acts or omissions of the Vendor, or its agents, contractors and subcontractors;
- (c) to the fullest extent of the law, Vendor shall defend, indemnify and hold harmless the City, its officers, officials, representatives, agents, employees and volunteers from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses, arising from or related to any acts or omissions of the Vendor, its agents, contractors and subcontractors;
- (d) Separate and apart from the indemnity provisions above, Vendor shall also provide to City a certificate of insurance in conformance with the following:
  - A. No activity on City property shall be commenced until the City receives proof of insurance to its satisfaction.
  - B. Vendor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form (or equivalent, as approved by the City), with original endorsements effecting required coverage. The certificate must be issued by an insurance company duly licensed or approved unlicensed to do business in Arizona, with an A.M. Best rating of at least B++6. The certificate and endorsements for each policy must be signed by a person authorized to bind the insurer. Any policy endorsements that restrict or limit coverages must be clearly noted on the certificate.
  - C. Risk Management may set higher or lower limits of liability insurance depending on risk exposures.

### GENERAL COVERAGE REQUIREMENTS

A. Commercial General Liability Coverages. All required policies are to contain, or be endorsed to contain, the following:

- 1. The City, its officers, officials, representatives, agents, employees and volunteers must be additional insureds with respect to liability arising out of or related to activities performed by, or on behalf of, Vendor (including the City's general supervision of the Vendor, if any); product and completed operations of the permit holder; and automobiles owned, leased, hired, or borrowed by the permit holder. The City, its officers, officials, representatives, agents, employees and volunteers must be additional insureds to the full limits of liability even if those limits of liability are in excess of those required by the permit. In their sole and absolute discretion, City staff may waive provisions of this paragraph as it relates to automobile insurance if City staff determine that the nature of Vendor's



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proposed activities are such that such a waiver will not pose an unreasonable risk of liability to the City.

2. The insurance must be Commercial General Liability - Occurrence Form, with limits of at least \$1,000,000 for each occurrence, independent contractors, products, completed operations, personal injury and advertising injury. If any excess insurance is used to fulfill the requirements of this section, the excess insurance must be "follow form" equal or broader in coverage than the underlying insurance.

3. The insurance must be primary insurance with respect to the City, its officers, officials, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, representatives, agents, employees and volunteers must be in excess of the coverage provided by the permit holder and must not contribute to it.

4. The insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Self-insured Retentions and Deductibles. Any self-insured retentions and deductibles must be declared and are subject to City approval. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, representatives, agents, employees, and volunteers.

D. Subcontractor's Insurance. Unless the permit holder's subcontractors can provide the same or better coverage described above, including naming the City, its officers, officials, representatives, agents, employees and volunteers as additional insureds, the permit holder's certificates must include all subcontractors as insureds under its policies, or the permit holder must maintain separate certificates and endorsements for each subcontractor.

E. Claims Made. The insurance may not be a "claims made" policy.

### MODIFICATIONS TO INSURANCE

A. Any modification to these insurance requirements is subject to approval by Risk Management. The decision on modifications is final.

### CITY RIGHTS, DISCLAIMERS AND RELIANCE

A. The City may review any and all of the required insurance policies and endorsements, but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this section or failure to identify any insurance deficiency does not relieve the permit holder from, nor be construed or considered a waiver of, its obligation to maintain the required insurance during the life of the permit.

B. The City in no way warrants that:



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1. The minimum insurance company rating is sufficient to protect the Vendor from insurer insolvency, or
  2. Any other insurance requirement is sufficient to protect the Vendor from liabilities that might arise.
- C. The insurance requirements are minimum requirements for Vendor and in no way limit the indemnity provisions of the permit.
- D. Failure by the Vendor to provide the City with the required insurance certificate and failure by the City to demand a certificate before approval is issued, does not waive Vendor's obligation to provide the insurance.
- E. If a certificate of insurance is submitted as verification of coverage, the City will reasonably rely upon the certificate of insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the Vendor's insurance requirements or indemnity obligations.

The Certificate of Insurance must be received, from the Vendor or insurance company, and approved by City staff, **the Wednesday two weeks** prior to any activities by Vendor on City premises. If you are not on the Approved Vendor List, you are NOT AUTHORIZED to provide services at City of Scottsdale Parks.

Vendors required to have approvals through this process shall include any person or entity providing services, using specialty items, or conducting any other activity that City staff determine as having risk potential. This includes items such as, but not limited to catering, event organizers, inflatables, rock walls, petting zoos, pony rides, game booths, canopies/tents larger than 10 x 10, sub-contracted vendors, for-profit vendors, and personally owned inflatables.

Staff will deny the use of vendors or specialty items if the liability insurance is not provided to the city, or a Certificate of Insurance is provided, but does not meet city requirements.

Vendors who submit a certificate of insurance which is limited to a particular date or a particular event may be approved as a Vendor only for that specific event or date and may not be maintained on the City's list of pre-approved Vendors.

Insurance certificates can be submitted to the Facility Booking Office by:

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### ADDITIONAL OBLIGATIONS:

- (e) the permit holder agrees to conform to:



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- (1) all rules, regulations, and policies applicable to operating or conducting activities in City parks or other City premises;
- (2) all other applicable laws, ordinances, rules, regulations and standards;

**Approval and execution of the Vendor Agreement Statement** This Vendor Agreement Statement is not fully executed until AFTER it has been agreed through authorized Vendor Application form signature, and it has been reviewed and approved by authorized City staff.

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**No additional clauses added below this line are to be considered part of this Vendor Requirements Statement.**

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