

University Licensing Office
18111 Nordhoff Street, Northridge, CA 91330-8309
Office 818-677-2628 | Fax 818-677-2671

The University Corporation requires a Certificate of Insurance and a separate Endorsement page for each coverage type from all Licensees's renting facilities/holding an event on the campus.

Licensee shall furnish to University Licensing, **PRIOR** to the event, an underwriter's certificate of insurance stating that there is liability insurance presently in effect for the Licensee with a combined single limit of not less than **\$2,000,000** per occurrence and **\$4,000,000** aggregate; and that vehicle insurance is in effect with a minimum coverage of **\$1,000,000** per occurrence (when applicable). If such insurance is made on a "claims-made" basis, and such coverage is later terminated, or converted to an "occurrence" coverage or visa versa, Licensee shall also acquire "prior acts" or "tail" coverage (as applicable), in the above amounts, covering all periods that event is taking place. **Proof of worker's compensation must also be provided (when applicable).**

Insurance shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Certificate Holder: The University Corporation
Attn: University Licensing
18111 Nordhoff Street
Northridge, CA 91330-8309
Fax 818-677-3017

The general liability and automobile liability policies are to include additional insured endorsement pages that contain the following provisions:

- 1) **The University Corporation, The State of California; the Trustees of the California State University; California State University, Northridge; and their officers, agents, volunteers and employees** are to be included as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Licensee; and with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts or equipment furnished in connection with such work or operations, General liability coverage is to be provided in an endorsement to the Licensee insurance, or as a separate owner's policy.
- 2) For any claims related to any project, the Licensee insurance coverage shall be primary insurance as respects to The University Corporation, CSUN, its trustees, officers, employees, representatives and volunteers. Any insurance or self-insurance maintained by The University Corporation, CSUN, its trustees, officers, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
- 3) Each insurance policy required by this clause shall be endorsed to The University Corporation and the coverage shall not be cancelled by either party, except at The University Corporation's agreements termination date or prior written notice by certified mail, return receipt requested, has been given to the University Licensing.
- 4) Coverage to apply on a Primary Non-Contributory Basis and Policy to include endorsement containing Waiver of Subrogation applying to General Liability and Auto Liability.
- 5) **Please note the campus requires a separate endorsement page for each of the following:**
 - a) Commercial General Liability
 - b) Automobile Liability
 - c) Waiver of Subrogation / Transfer of Rights
 - d) Non-Contributory

PLEASE SEE SAMPLE INSURANCE CERTIFICATE AND ENDORSEMENT PAGES ATTACHED.

IMPORTANT: If Worker's Compensation and/or Auto Liability are not included on the Certificate of Liability please sign the Waiver forms included in this packet and submit to TUC with the Certificate of Liability and the Additional insured endorsement.

If you have any questions please contact Genelyn Arante at (818) 677-2628 or email garante@csun.edu.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
The University Corporation, The State of California, the Trustees of the California State University, California State University, Northridge. and their officers, agents, volunteers and employees are included as Additional Insured.	
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The University Corporation, The State of California, the Trustees of the California State University, California State University, Northridge. and their officers, agents, volunteers and employees are included as Additional Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>The University Corporation, The State of California, the Trustees of the California State University, California State University, Northridge. and their officers, agents, volunteers and employees are included as Additional Insured.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following provides a broad range of coverage in addition to that provided by the basic policy. In some instances, a higher limit or broader coverage is available. Should the policy indicate broader coverage or higher limits than provided by this endorsement, the higher limits or broader coverage shall apply.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to Section II - Liability Coverage, Paragraph A.1.:

- d. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- (1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":

- a. Caused by an "accident", and
- b. Resulting from the ownership, maintenance or use of a covered "auto".

- (2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.

- (3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- (4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.

- (5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

C. ADDITIONAL INSURED - EMPLOYEES

Section II – Liability Coverage, Paragraph A.1.b. (2) is deleted and replaced by the following:

- (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not

apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Liability Coverage, Paragraph A.2.a. (2). is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Liability Coverage, Paragraph A.2.a. (4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Liability Coverage, Paragraph B.5. does not apply.

G. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMIT

If the "insured" is wearing a seat belt at the time an "accident" occurs, the LIMIT OF INSURANCE for AUTOMOBILE MEDICAL PAYMENTS COVERAGE shown in the Declarations will be double the limit shown. All other terms and conditions applicable to MEDICAL PAYMENTS remain unchanged.

H. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph A.4.a. is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses

incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

I. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph B.3.a. does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

J. PHYSICAL DAMAGE COVERAGE - LEASED OR FINANCED "AUTOS"

The following is added to Section III – Physical Damage Coverage, Paragraph C.

5. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount under the Physical Damage Coverage section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

K. GLASS DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph D. is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

L. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to Section III - Physical Damage Coverage, Paragraph A.4.:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

M. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to Section III – Physical Damage Coverage, Paragraph A.4.:

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

N. TOWING

Section III – Physical Damage Coverage, Paragraph A.2. is deleted and replaced by the following:

If an "auto" with a Gross Vehicle Weight of 20,000 lbs. or less is provided both Comprehensive and Collision Coverage, we will pay up to \$100 for towing and labor costs incurred each time such covered "auto" is disabled.

However, the labor must be performed at the place of disablement.

O. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households. Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Coverage provided here is subject to the following:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$50,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:
 - a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
 - b. No deductible will apply to "loss" caused by fire or lightning.
3. Coverage provided under this extension will:

- a. Be excess over any other collectible insurance you have;
- b. Pay, in addition to the limit set forth in O.2. above, up to \$500 per day, not to exceed \$3,500 per "loss" for:
 - (1) Any costs or fees associated with the "loss" to a hired "auto"; and
 - (2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

P. RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto"
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following;
 - 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - 2. When the total amount paid under this coverage extension reaches \$2,500.
- C. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred.
 - 2. Not more than \$75 per day.
- D. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".

- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

Q. DRIVE OTHER CAR COVERAGE

- A. Your Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type "auto" you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:
 - 1. You, if you are designated in the Declarations as an individual.
 - 2. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - 3. Your members or managers, if you are designated in the Declarations as a limited liability company;
 - 4. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company; and
 - 5. The spouse of any person named in A.1. through A.4. while a resident of the same household.
- B. The following "autos" are not covered:
 - 1. Any "auto" owned by a person named in A.1. through A.4. or by any member of his or her household.
 - 2. Any "auto" used by a person named in A.1. through A.4. while working in the business of selling, servicing, repairing or parking "autos" .
- C. The most we will pay for the total of all damages under Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned "autos".

- D. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$100 for Comprehensive Coverage and \$250 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

R. KNOWLEDGE OF OCCURRENCE

The following is added to Section IV – Business Auto Conditions, Paragraph A.2.:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.
- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to Section IV – Business Auto Conditions, Paragraph 2.b.:

- (6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer or an employee designated by you to forward such documents to us.

S. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Section IV - Business Auto Conditions, Paragraph A.5.:

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under B., ADDITIONAL

INSURED BY CONTRACT OR AGREEMENT, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

T. UNINTENTIONAL OMISSIONS

The following is added Section IV - Business Auto Conditions, Paragraph B.2.:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

U. BODILY INJURY REDEFINED

Section V - Definitions, Paragraph C. is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

V. EMPLOYEE HIRED AUTO

A. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

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 University Corporation, State of California, the Trustees of the California State University, California State University, Northridge, and their officers, agents, volunteers and employees are included as Additional Insured.

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.

SAMPLE