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COMMERCIAL GENERAL LIABILITY

φ. "Personal Injury and Advertising Injury" arising out of the "Field of Entertainment Business" of the Insured with respect to the following offenses:

- (1) Invasion or infringement of or interference with the right of privacy or publicity, whether under common law or statutory law;
- (2) Infringement of copyright or trademark whether under common law or statutory law;
- (3) Libel, slander or other forms of defamation. However, this exclusion does not apply to "personal injury and advertising injury" if caused by an offense arising out of personal, guest or public appearances by the Named Insured on program that are not related to the advertising, promotion, display, or broadcasting of motion pictures, television shows, commercials, documentaries, or industrial, educational or training films, stage or theatrical productions or any literature, including musical material, that are produced, conducted, composed or distributed by or on behalf of the Named Insured, which are the subject of this insurance.
- (4) Plagiarism, piracy or competition arising from the alleged unauthorized use of titles, formats, ideas, characters, plots, performance acts or performers or other material;
- (5) Breach of contract, implied in fact or in law, arising from the alleged submission, acquisition or use of program, musical or literary material used by the Insured in the insured production.

- vii. Music in sheet, manuscript or book form,
- viii. Books, magazines and other publications.

- (2) The conduct of any actors, players, entertainers or musicians in any production, show appearance or performance, or exhibition except as provided for above in paragraph c. 3).
- (3) The ownership, operation, maintenance or use of radio and television broadcasting stations, CATV systems, cinemas, stage productions with living actors, and any similar exhibition or broadcast media.
- (4) The ownership, operation, maintenance or use of merchandising programs, advertising or publicity material, characters or ideas; whether or not on premises of the Insured or in possession of the Insured at the time of the alleged offense.

p. "Field of Entertainment Business" as defined herein includes the following:

- (1) The creation, production, publication, distribution, exploitation, exhibition, advertising and publicizing of:
 - i. Motion pictures of any kind and character,
 - ii. Television programs,
 - iii. Commercial, industrial, educational and training films,
 - iv. Phonograph records, audio and video tapes, cassettes, compact discs and digital video discs (DVDs).
 - v. Internet related publications,
 - vi. Electronic transcriptions,

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- EMPLOYEES OF OTHERS

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- (a) This Policy does not cover any liability of the Insured or any other party, nor any coverage under any obligation to investigate or defend the Insured or any other party as a result of any injury to or death of any officer or employee of any "organization or corporation" that has agreed to indemnify the Insured.
- 1.) To furnish the services of such officer or employee to the Insured, provided such injury or death arises out of the conduct of the business of the Insured;
 - 2.) To become the Employer of Record of any officer of employee referred to in (1) above.
- (b) For purposes of this exclusion, the following terms shall have the following meanings:
- 1.) The term "officer or employee" shall include officers, employees, stockholders, partners, joint ventures, or agents, and their heirs, successors or assigns.
 - 2.) The term "organization or corporation" shall include a corporation, firm, partnership, joint venture, sole proprietorship, limited liability corporation or any other form of entity.
- This exclusion applies:
- 1.) Whether the Insured may be liable as an employer or in any other capacity; and
 - 2.) To any contractual obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**DECLARATION OF
CONCERTS, PERFORMANCES AND EVENTS:
MONTHLY NOTIFICATION AND REPORTING REQUIREMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number:

1. I agree that the Minimum and Deposit Premium for this Policy will be retained by the Company and related to the final premium adjustment of the Policy.
2. All Performances and Events insured hereunder and Certificates of Insurance declaring Additional Insureds must be submitted and reported to the Company on a monthly basis no later than the 15th day of the month following, to which the applicable Policy rates will be applied.
3. The total Premiums developed under item 2 above will be in addition to the Minimum and Deposit Premium and must be paid by you in full at the end of each month for which such reports are rendered.
4. The monthly report must be made as within 15 days after the end of the reporting month. Failure to do so will be considered a violation of the contract and subject this policy to cancellation per the provisions of the cancellation clause contained elsewhere in the policy.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

CONCERT PROMOTERS LIABILITY EXCLUSIONS AND LIMITATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number:

Attendance Limitation/Exclusion

All concerts in which the estimated attendance or capacity of the premises is more than 5,000 persons are excluded from coverage unless specifically declared and endorsed hereon prior to the commencement of the concert.

b. Outdoor Concerts Limitation/Exclusion

All outdoor concerts are excluded from coverage unless specifically declared and endorsed hereon. Any outdoor concert added to the policy by endorsement must end 90 minutes prior to the official time of sundown as determined by the National Weather Service unless permanent lighting is provided over the spectators and parking areas. If permanent lighting is not provided, these concerts are excluded from coverage.

c. Collapse Exclusion

This policy excludes liability for "bodily injury" and "property damage" arising out of the collapse of a tent, bleachers, benches, stands, seating coverage, including their appurtenant structures, used for, in connection with, or in any way relating to a concert performance or event.

d. Seating, Fixtures and Glass Exclusion

This policy excludes liability for "property damage" to seats, chairs, benches, bleachers (whether permanent or temporary), bathroom fixtures, windows, doors and structural glass or decorative glass, occurring in connection with or arising out of in any manner any concert, performance or event.

e. Excluded Performances

The following performances are excluded from coverage unless specifically declared in advance of commencement, accepted by the Company and endorsed hereon:

1. Concert performances exceeding six hours in duration (not including set-up and tear-down time).
2. Outdoor concerts without fixed seating.
3. Performances where armed security services other than law enforcement and certified officers of a governmental agency are used. However, private armed security services will be recognized if you obtain a Certificate of Insurance from a security service naming you as an Additional Insured and providing limits of at least \$1,000,000 Combined Single Limit.
4. Concerts or events where rap or hip hop is the featured type of entertainment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT - AGGREGATE LIMITS OF INSURANCE
PER RENTAL OR LEASE TERM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number:

In consideration of the premium charged, the General Aggregate Limit under LIMITS OF INSURANCE (Section 1) applies separately to each continuous period of time a facility is rented by or leased to the Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement A

TENANT USER LIABILITY INSURANCE PROGRAM RATES BY HAZARD CLASS

For a description of risks included in the three hazard groups, please refer to CG F16 -A 08 04 (and End. C). Any risk that is not included in those three hazard groups must be referred to the Company for underwriting approval and pricing.

The following rates are per day rates, and apply only if covered events last for for limits of \$1,000,000 each occurrence, \$2,000,000 policy aggregate:

Exhibitions – Inside or Outside – Code 75025

Admission or Attendance	Hazard Group I	Hazard Group II	Hazard Group III
1 to 500	Refer	Refer	Refer
501 to 1,000	Refer	Refer	Refer
1,001 to 3,000	Refer	Refer	Refer
3,001 to 5,000	Refer	Refer	Refer
Over 5,000	Refer to Company	Refer to Company	Refer to Company

The following rates are for limits of \$1,000,000 each occurrence, \$2,000,000 policy aggregate:

Multi-Day rates – Hazard Class I or II

Admissions	Flat Rate		
1 – 500	Submit	for	Quotation
500 – 1,000	Submit	for	Quotation
1,001 – 3,000	Submit	for	Quotation
3,001 – 5,000	Submit	for	Quotation
> 5,001	Submit	for	Quotation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement B

VENDOR-EXHIBITOR RATES

Vendors - Exhibitors Rates *Including* Terrorism Coverage (Three-Day Minimum Premium)

Exhibitors – No Sale	Refer to Company
Exhibitors – No Food	Refer to Company
Exhibitor – Food Sales	Refer to Company

Vendors - Exhibitors Multi-Day Rates *Including* Terr. Coverage (each day over 3)

Exhibitors – No Sale	Refer to Company
Exhibitors – No Food	Refer to Company
Exhibitor – Food Sales	Refer to Company

Products Liability coverage is excluded for all Vendors, Concessionaires, and Exhibitors of non-food items.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement C

The following designated types of hazards are hereby added to the Hazard Class II category of the CGL 16 AS endorsement attached to this policy:

HAZARD II
(Medium/Average Hazard Risks)

Photography shoots
Coming of Age Parties

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement D

Setup and Takedown – Automatic Extension

This endorsement modifies insurance provided under the following:

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

Paragraph b. (2) is hereby deleted and replaced by the following:

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

b. This insurance applies to “bodily injury” and “property damage” only if:
(2) the “bodily injury” or “property damage” occurs during the policy period or during “setup and takedown”; and

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

Paragraph b. is hereby deleted and replaced by the following:

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

b. This insurance applies to “personal and advertising injury” caused by an offense arising out of your business but only if the offense was committed in the “coverage territory” during the policy period or during “setup and takedown”.

SECTION V – DEFINITIONS

The following paragraph is added:

SECTION V – DEFINITIONS

23. “Setup and takedown” means: a period of time, not to exceed ten calendar days prior to, and after the date(s) of the insured event.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement E

Rain Date – Automatic Extension

This endorsement modifies insurance provided under the following:

SECTION I – COVERAGES
COVERAGE A – DAILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

Paragraph F. is hereby added:

- f. If you are unable to hold your “insured event” on the scheduled date due to rain, adverse weather, or temporary inaccessibility of the venue and the venue is available on the following calendar day, the policy period is hereby extended to include the make-up date. Any other changes in the effective dates of coverage must be approved by “us”, and “you” must notify “us” as soon as practicable of any changes in the scheduled date of the “insured event”.

For the purposes of this endorsement, “insured event” means the event shown on the Certificate of Insurance.

SALE SAMPLE