



## INSURANCE REQUIREMENTS for the A.R.T./New York Theatres

Licensee agrees that it shall, at its own expense, obtain and maintain for such lengths of time as is necessary to cover any and all claims arising in connection with this Agreement, and at a minimum for a period of time covering Licensee's use of the Space, the following policies:

- a) Commercial General Liability policy with bodily injury and property damaged combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.  
If Licensee wishes to offer alcohol onsite for any reason (e.g. a reception or suggested donation), the policy must include Host Liquor Liability coverage and be noted on the COI pursuant to Paragraph (g) below.
- b) Automobile Liability covering liability arising out of the use of any vehicle used by Licensee or on Licensee's behalf (including owned, hired, and non-owned vehicles) with a limit of One Million Dollars (\$1,000,000) for bodily injury and property damage;
- c) Commercial Umbrella Liability insurance policy with a limit of not less than Two Million Dollars (\$2,000,000);
- d) IF SELLING ALCOHOL - Liquor Law Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate;
- e) Workers Compensation, Employee's Liability insurance, and Disability affording coverage under the Workers Compensation laws of New York (if Licensee has no employees, Licensee shall instead obtain Volunteer Accident Coverage with a minimum limit of \$50,000 per volunteer);
- f) Property insurance for full replacement value without deduction for depreciation (with New York standard extended coverage clause) of all scenery, costumes, electrical and sound equipment, literary and musical material, and all other properties and materials owned, rented or brought into the studio by Licensee, which property insurance policy or policies shall include a waiver of subrogation against Licensor.

It is agreed that Licensor shall not be responsible or have any liability for loss or damages to any equipment or property owned, rented or brought into the Space by the Licensee, or any agent or employee of the Licensee, which may be kept or placed in the Space or used in connection with the Event or entrusted to any person employed by the Licensor due to fire, theft or any other cause, unless such loss or damage to such equipment or property was caused willfully by an agent or employee of the Licensor.

- g) Proof of Coverage: Licensee shall provide Licensor with a certificate of insurance ("COI") evidencing such coverage and naming the parties listed on Schedule A and each of its trustees, directors, officers, employees, members and guests as well as any affiliated corporation, partnerships and joint ventures as additional insureds. Certificates of Insurance shall be delivered to and held by Licensor at least seven (7) days prior to the Commencement Date. All policies will provide for thirty (30) days prior written notice to Licensor of any cancellation, modification, or renewal.
- h) All required insurance shall be issued on an "occurrence" basis and be purchased from a company authorized to do business in New York State and acceptable to Licensor, and which is rated A-, VIII or better at the time of purchase or renewal of such policies in the then most current A.M. Best Rating Guide. Such insurance shall be primary as to the additional insureds and not be entitled to contribution from any other insurance that may be maintained by any other additional insured party. Licensee shall not cancel (or permit any lapse under) any policy of insurance required hereunder. All insurance policies shall include clauses stating that the insurer will waive all rights of recovery, under subrogation or otherwise, against the additional insureds to the extent applicable.

The following must be named as Additional Insureds, along with each of its trustees, directors, officers, employees, members and guests as well as any affiliated corporation, partnerships and joint ventures.

Alliance of Resident Theatres/New York (address for COI: 502 W. 53<sup>rd</sup> Street, New York, NY 10019)  
A.R.T./New York Holdings, LLC  
Clinton Green North, LLC  
AvalonBay Communities, Inc  
the City of New York, including the Department of Design and Construction and the Department of Cultural Affairs

**Please send certificates of insurance to Kendra Ramthun, General Manager, at [kramthun@art-newyork.org](mailto:kramthun@art-newyork.org) no later than seven (7) days prior to the beginning of your rental.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NAME OF INSURED'S BROKER	CONTACT NAME: CONTACT INFO FOR INSURED'S BROKER	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NAME AND ADDRESS OF INSURED	INSURER A : NAME OF INSURANCE CARRIER	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: CL1881474079

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			POLICY #	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> \$1M Host Liquor Liability	Y	Y				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>			POLICY #	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			POLICY #	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			POLICY #	07/01/2018	07/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Theatrical Property			POLICY #	07/01/2018	07/01/2019	Limit \$ _____ Deductible \$ _____

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Alliance of Resident Theatres/New York, A.R.T./New York Holdings, LLC, Clinton Green North, LLC, AvalonBay Communities, Inc., the City of New York, including the Department of Design and Construction, The Department of Cultural Affairs, along with each of its trustees, directors, officers, employees, members and guests as well as any affiliated corporation, partnerships and joint ventures are included as additional insureds but solely with respect to claims arising out of the negligence of the named insured

**CERTIFICATE HOLDER****CANCELLATION**

Alliance of Resident Theatres/New York  
502 W. 53rd Street

New York

NY 10019

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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