

INSURANCE AGREEMENT - SIDEWALK CAFÉ

This Agreement is between _____ "Operator" and the City of Neenah "City" dated _____.

WHEREAS, Operator has applied for an extension of premises to operate a Sidewalk Café pursuant to §4.106, Neenah Code (the "Ordinance") at the property located at _____ (the "Café"); and,

WHEREAS, the Ordinance requires the Operator to provide certain insurance coverage naming the City as additional insured; and,

WHEREAS, the terms and requirements of the insurance coverage as outlined in this agreement are intended to comply with the provisions of the Ordinance;

NOW THEREFORE, in consideration of the permit granted to the Operator to operate the Café by City under the Ordinance, the parties agree as follows:

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Operator hereby agrees to effectuate the naming of the City as an unrestricted additional insured on the Operator's insurance policies covering the premises where the Café is located, with the exception of workers' compensation. If the Operator is self-insured, evidence of its status as a self-insured entity shall be provided to the City. If requested by the City, the Operator must describe its financial condition and the self-insured funding mechanism.
- II. The policy naming City as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" State of Wisconsin licensed insurer.
 - Contain a 30-day notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the City, its Board, employees and volunteers.
 - The City shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and is subject to prior approval of the City Attorney for the City.
- III. The Operator agrees to indemnify the City for any applicable deductibles under the policies.
- IV. Required Insurance:
 - Commercial General Liability Insurance:
\$1,000,000 per occurrence/\$2,000,000 aggregate, including Liquor Liability endorsement.

- V. Operator acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and will cause the Sidewalk Cafe permit granted to the Operator under the Ordinance to be void. The Operator is to provide the City with a certificate of insurance, evidencing the above requirements has been met, prior to the commencement of the construction and/or operation of the Café contemplated by the Operator's permit obtained under the Ordinance. The failure of the City to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the City.
- VI. The Operator shall notify the City Clerk for the City within 10 days of any change in the Operator's insurance required under this Agreement and provide the City with an updated Certificate of Insurance within 30 days of any change to the policy obtained under this Agreement.
- VII. The City is a member/owner of the Cities & Villages Mutual Insurance Company (CVMIC). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the City but also CVMIC, as the City's insurer.

OPERATOR

CITY OF NEENAH
