

## VIII-5 Insurance Requirements for Rent of University Facilities By individuals and Organizations

**NORTHWESTERN STATE UNIVERSITY**  
**Insurance Requirements for Rent of University Facilities**  
**By Individuals and Organizations**

**I. Purpose and Scope:** To provide a policy statement on insurance requirements for individuals and organizations renting university facilities.

**II. Reference:** Office of Risk Management (ORM) Procedure Manual for Insurance Requirements and ORM memorandum dated October 11, 1994 (Exhibit A)

**III. Responsible Area:** University Affairs

**IV. Procedure:**

**University Employee Responsible for Facility/Program**

1. Receive request to lease university Facilities and process in accordance with university procedures and all applicable state rules, regulations, etc.

**Lessee/Renter**

2. Procure and maintain for the duration that university facilities are rented or used, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Attached is an exhibit detailing insurance requirements as specified by the Office of Risk Management:

EXHIBIT A - Insurance Requirements for Individuals (A homeowner's policy with minimum liability limits of \$300,000 per occurrence with bodily injury and property damage coverage).

EXHIBIT B - Insurance Requirements for All Other Entities (Liability coverage with minimum limits of \$500,000 per occurrence).

**Note: Lessee/renter may have a third party provide the certification of insurance as long as it is no funded by university funds. For instance, an approved food service provider may provide the certification of insurance for renters requesting catered events.**

3. Individuals shall furnish the university with a copy of their Homeowners Policy as proof of liability coverage. A standard Homeowners Policy (HO-3) with minimum liability limits of \$300,000 per occurrence provides bodily injury and property damage coverage of \$300,000 total for each occurrence. Occurrence means an accident, including exposure to conditions, which results in bodily injury or property damage.

Other entities shall furnish the university with certificates of insurance documenting coverage required in the exhibit. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The copy of the Homeowners Policy or original certificates of insurance are to be received and approved by the university before the lease commences. The university reserves the right to require complete, certified copies of all required insurance policies, at any time.

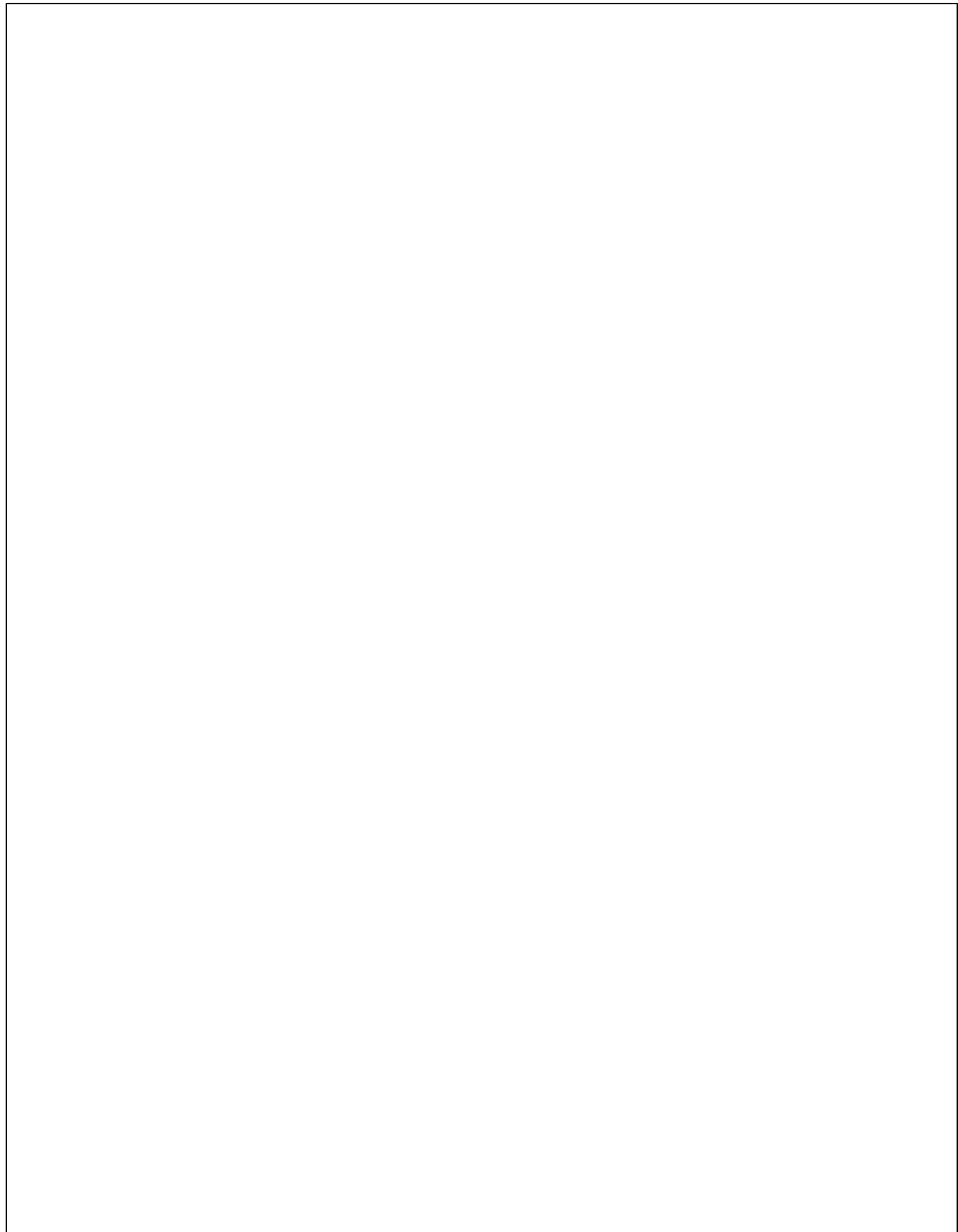
4. Execute an Indemnification Agreement (Hold Harmless) as specified in EXHIBIT B.

**Note: If it is determined that the university and the other entity are operating in a joint venture, then the Indemnification Agreement for joint ventures needs to be specially written because of the very nature of joint ventures. In this case, the Underwriting Unit at the Office of Risk Management will need to be contacted for assistance.**

5. Forward certificates of insurance and Indemnification Agreement to the University Employee Responsible for Facility/Program for review and approval.

#### **University Employee Responsible for Facility/Program**

6. Review certificates of insurance for required coverage and ensure that an executed Indemnification Agreement has been provided.
7. Once the certificates and the Indemnification Agreement are approved, execute the lease agreement in accordance with university procedures, etc.
8. Maintain file and correspondence concerning insurance requirements for Rent of University Facilities by Individuals and Organizations.
9. Maintain file for six years, excluding the current fiscal year.



**\*\* EXHIBIT B \*\***

**INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ agrees to protect, defend, indemnify, save, and hold  
Contractor/Subcontractor/Lessee/Supplier

harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of

\_\_\_\_\_, its agents, servants, and employees, or any and all costs,  
Contractor/Subcontractor/Lessee/Supplier

expense and/or attorney fees incurred by \_\_\_\_\_ as a result of any  
Contractor/Subcontractor/Lessee/Supplier

claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. \_\_\_\_\_ agrees to

Contractor/Subcontractor/Lessee/Supplier

investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by \_\_\_\_\_  
Company/Lessee Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached?  Yes  No

Contract No. \_\_\_\_\_ for \_\_\_\_\_  
State Agency Number and Name

PURPOSE OF CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_