

Short-term Lease Agreements, Special Events, and Commercial Lease of Premises

Minimum Insurance Coverages and Requirements

The Lessee/Contract Provider (“Lessee”) shall obtain and maintain the insurance coverages with limits not less than those set forth below. By requiring such minimum insurance, the Moraine Park Technical College District (“College”) shall not be deemed or construed to have assessed the risk that may be applicable to the Lessee under this agreement. The Lessee shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Lessee is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverages

1. **Commercial General Liability** – ISO form CG 00 01 or its equivalent. Coverage to include:
 - Premises and Operations
 - Personal Injury/Advertising Injury
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
 - Independent Contractors

2. **Automobile Liability** – Coverage to include:
 - Owned Vehicles
 - Leased Vehicles
 - Hired Vehicles
 - Non-Owned and Employee Non-Owned Vehicles
 - Personal Injury Protection (where applicable)

3. **Workers’ Compensation and Employers’ Liability** – Workers’ Compensation (Coverage A) and Employers’ Liability (Coverage B)

4. **Property for Commercial Lease Tenants** – Must contain Waiver of Subrogation language that clearly states the insurer paying any claim will not seek reimbursement from the College for any losses not deemed intentional or reckless acts or conduct by the College.

5. **Pollution Liability** – If tenants’ occupancy creates a pollution exposure, this coverage is required, which can be accomplished by adding ISO endorsement CG 24 15 Limited Pollution Liability Extension or its equivalent to the CGL policy. If they transport hazardous materials, ISO endorsements CA 99 48 and MCS-90 must be added to the business automobile policy. A separate pollution legal liability policy is also acceptable.

Limits Required

The Lessee shall carry limits of liability not less than those required below:

Commercial General Liability	
Per Occurrence Limit	\$3,000,000
Products/Completed Operations Per Occurrence	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Payments (Any One Person)	\$5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection, if applicable	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	Meet State of Wisconsin minimum limits
Umbrella Liability	
Per Occurrence	\$1,000,000
Products/Completed Operations Per Occurrence	\$1,000,000
Property Insurance	
1. Property insurance shall be written on a Covered Cause of Loss-Special Form, replacement cost coverage, including coverage for flood and earth movement.	
2. Institution shall be named as a loss payee on property coverage for tenant improvements and betterments if this coverage is required in the lease.	
3. If property coverage on the building is required in the lease, the Moraine Park Technical College District shall be named as an additional insured-owner/loss payee.	
• Coverage for Lessee's Tenant Improvements and Betterments (if required in the lease), Fixtures – 100% replacement cost	
• Coverage on Building (may be required if Lessee is sole occupant and this coverage is required in the lease) – 100% replacement cost	
• Coverage for Business Income – Amount equal to all minimum annual rent and other sums payable under the lease	

Additional Requirements

Commercial General Liability (CGL)

The Lessee shall name the Moraine Park Technical College District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insureds on ISO endorsement CG 20 11 Additional Insured – Managers or Lessors of Premises or its equivalent.

All Policies

- Must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the College.

Notice of Cancellation

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to the Moraine Park Technical College District, Occupational Health, Safety & Risk Manager, 235 N. National Avenue, Fond du Lac, WI 54935 or via email to riskmgmt@morainepark.edu. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the College of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.