

# Insurance Requirements

PLEASE NOTE: THE INDIVIDUAL, PARTNERSHIP OR CORPORATION BOOTH NAMED ON THE CONTRACT MUST BE THE SAME AS THE NAMED INSURED ON THE POLICY CERTIFICATE WITH THE FOLLOWING ADDITIONAL WORDING: ***“THE WESTERN IDAHO FAIR, ADA COUNTY, THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES; SPECTRA PRODUCTIONS, THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE ADDITIONALLY INSURED.”***

- A. Workers' Compensation insurance meeting the statutory requirements of the State of Idaho.
- B. Employers' Liability insurance providing limits of liability in the following amounts: Bodily Injury by Accident: \$100,000 each accident, Bodily Injury by Disease: \$500,000 policy limit, Bodily Injury by Disease: \$100,000 each employee
- C. Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a “per project” basis: 2,000,000.00 General Aggregate / 1,000,000.00 Each Occurrence, General Aggregate: \$2,000,000, Product/Completed Operations Aggregate: \$2,000,000, Personal & Advertising Injury Liability: \$1,000,000, Per Occurrence: \$1,000,000, Fire Legal Liability: \$ 50,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Ada County and its elected officials, agents, employees, successors and assigns shall be included as Additional Injured under the CGL with the Additional Insured endorsement providing coverage for Completed Operations.

D. Business Automobile Liability insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non- owned vehicles in connection with the Exhibitor Privilege Agreement.

E. If the product or service provided by or sold by Exhibitor requires or involves professional services, Exhibitor shall procure Professional Liability insurance with limits of not less than \$10,000,000 per claim and \$10,000,000 aggregate, naming County and Spectra as an additional named insured as stated above. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of not later than the inception of the Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under the Agreement.

F. If Exhibitor does not carry their own required insurance coverage or fails to return proof by July 15th, the County will, through an insurance carrier, provide the coverage at the cost for the insurance coverage of one hundred and ten dollars (\$110.00) and it will be collected as part of the contracted agreement to pay all balances by July 15. Nothing contained herein shall require County to procure any insurance for Exhibitor, and Exhibitor's failure to obtain the required insurance, or pay for the County provided insurance as stated in the contracted agreement shall constitute grounds for termination of the contract and revocation of Exhibitor's right to use Fairground space.

Each exhibitor will be required to have a current certificate of insurance forwarded to the Spectra office in the described amounts on the contract. No booth shall be allowed to open without proper proof of general liability, product liability (if you have products) and workers' compensation in place. Proof of insurance, or payment on a rider (section F above), must be received with initial application. Any contracted exhibitor who has not fulfilled all insurance requirements by July 15 will be jeopardizing their standing in the event and could result in being withdrawn from participating in the Fair.

Each exhibitor is required to provide workers' compensation for any employees. Anyone claiming exemption from providing such must provide a letter to the Fair Office stating the conditions of that exemption (i.e. solely owned and operated, independent contractors, family members living within same household). The Fair is required to have either a letter from you on file, or a workers' compensation certificate. Questions regarding workers' compensation requirements should be directed to the Idaho Industrial Commission at (208) 334-6000.

If you are unable to provide proof of your own insurance, or you wish to purchase a rider on our policy, you may do so for the cost of \$110.00. This provides the necessary bodily injury, product and general liability you are required per contract to have. This does NOT include workers' compensation coverage

**If you do not provide proper and complete proof of your own insurance by the July 15 deadline Fair Insurance will be ordered for you and will reflect the same on your invoice at the \$110.00 cost.**