



Montana Association of Counties
Property & Casualty Trust

SPECIAL EVENTS INSURANCE REQUIREMENT GUIDELINES

Developed By:
The Facility Users Guidelines Working Group
Created 2006, Updated 2016

**MACo PCT
SPECIAL EVENTS INSURANCE REQUIREMENT GUIDELINES**

SECTION I: DEFINITIONS

- A. County Sponsored Event- Events that the county and/or Fair Board organizes, promotes, advertises, pays expenses and collects the majority of receipts. The event must be listed annually on the PCT Renewal Application. Any event not listed during the course of the policy year, must be reported to the local agent and then to PCT prior to the event.
- B. Non-County Sponsored Event or “User” Event- Events organized, promoted and paid for by profit or non-profit groups, organizations or individuals other than the county or Fair Board and who rent or use county facilities by agreement.
- C. User Group- A profit or non-profit organization, group, or individual, who by agreement, leases and/or uses county owned facilities for various events or reasons.
- D. Facility- Any building or complex of buildings and parks that are owned and insured by the county or which the county has an insurable interest.
- E. Exposure Class- Events or groups that are classified users of county facilities by degree of risk or exposure with specific recommended requirements or guidelines. These classes are ranked as High, Medium, and Low.
- F. Volunteer- An organization or individual that provides service or support to the county without any pay or compensation.

SECTION II: INSURANCE REQUIREMENTS BY EXPOSURE CLASS

- A. High Exposure
 - 1. Events should require a signed agreement that includes:
 - i. At least \$1,000,000/occurrence liability limit and proof of liability insurance,
 - ii. Have the county added as an additional named insured, and
 - iii. Have a signed “Hold Harmless Agreement” (as part of the User Agreement- See Section V and VI.)
 - iv. If liquor is used or allowed, liquor liability coverage must be obtained.
 - 2. Examples of High Exposure functions:

-Arcades	-Parades
-Carnivals	-Pop/Rock Concerts
-Circuses (Animal Acts)	-Rodeos
-Concerts (with > 1,000 people)	-Picnics (w/ pool or lake activities)
-Conventions	-Public Event with Security Concerns
-Dances (with >1,000 people)	-Races (Animal, Truck, etc.)
-Fireworks	-Rallies (Truck, Pulls, Mud, Political)
-Go-Karts	-Religious Assemblies (Ex. Evangelistic Meetings)
-Gun Shows	-Shooting Competitions
-Logging/Lumber Shows	-Sporting Events

****If liquor is used or allowed at any event or for any organization using the Insured’s facility, the event is automatically classified as a high exposure event.**

B. Medium Exposure

1. Events should require a signed agreement that includes:
 - i. At least \$500,000/occurrence liability limit and proof of liability insurance, and
 - ii. Have a signed “Hold Harmless Agreement”.
2. Examples of Medium Exposure functions:
 - Charity/ Show Carnivals (No Rides)
 - Horse Shows
 - Concerts (with < 1,000 people)
 - Proms
 - Dances (with <1,000 people)
 - Reunions (Ex. Family, Class)
 - Debuts (Ex. Debutante Balls)
 - School Band/ Drill Team Competition
 - Festivals
 - Wedding Receptions (No alcohol)

C. Low Exposure

1. Events should require a signed agreement that includes:
 - i. At least \$500,000/occurrence liability limit and proof of liability insurance; or
 - ii. In lieu of proof of liability, a signed “Hold Harmless Agreement” as part of the agreement.
2. Examples of Low Exposure functions:
 - Animal/Livestock Shows
 - Educational Exhibits
 - Picnics (with no water activities)
 - Auctions
 - Flea Markets
 - Rummage Sales
 - Award Presentations
 - Graduation
 - Scouting Jamborees
 - Banquets/ Luncheons
 - Job Fairs
 - Seminars
 - Bazaars
 - Meetings
 - Social Gatherings
 - Bingo Games
 - Musicals (Plays)
 - Speaking Engagements
 - Craft Shows
 - Pageants
 - Swap Meets
 - Dinner Theater
 - Phone-A-Thons
 - Trade Shows (Including: Antique, Art, Auto, Boat, Business, Craft, Dance, Fashion, Flower, Garden, Home, RV, Trade and Vacation)

SECTION III: VOLUNTEERS

A. Volunteer Coverages

1. Currently, if covered by the PCT policy, volunteers are covered as a named insured for liability, i.e., for property damage, bodily injury and personal injury to a third party.
2. Non-public safety volunteers can now be afforded Workers’ Compensation coverage by MACo WCT. (Refer to Section IV for more information.)

B. “Paid” Volunteers

1. A volunteer is not compensated. If a volunteer is paid a stipend or fee, that volunteer is an employee and therefore, should be employed as a temporary part-time employee.

C. “Contracted” Volunteers

1. Individual organizations contracted for services are independent contractors and should be required to provide Proof of Liability and Workers’ Compensation coverage or a Workers’ Compensation Exemption as issued by the Montana Department of Labor.

SECTION IV: ALL OTHER VOLUNTEERS

A. Goals

1. This information is to give county commissioners and volunteers, other than public safety volunteers, a clear understanding of when they are covered by workers' compensation insurance. Hopefully this will eliminate confusion as to who is covered, under what conditions and when.
2. The goals are to help the parties work together in a proactive manner and to keep accidents to the lowest level possible, in both frequency and severity. This guidance is not intended to dictate activities or to establish technicalities for the purpose of denying benefits. Compensation claims will be adjusted in accordance with the laws of the State of Montana, addressing when coverage applies and what benefits are paid.

B. Definitions

1. Coverage During Travel- When a volunteer is to participate in a pre-approved and supervised training or activity, coverage will begin when the volunteer arrives at the designated location. Coverage ends after the training session or activity is completed.
2. Training- to instruct; to bring into proper body condition; to undergo special drills
3. Training Plan- a brief, written outline of training activities and overall goals
4. Volunteer- a person who enters into service of his/her own free will; to offer or bestow voluntarily

C. Guidelines

1. For those counties insured under the MACo Workers' Compensation Trust, premiums for such coverage must be paid within the applicable due dates.
2. When a volunteer is engaged in an activity or training that is approved and supervised, the volunteered is covered for workers' compensation benefits. The supervisor decides which activity or training is approved. The approval must be in writing prior to the training or activity.

SECTION V: Facility Users' Rental Agreement Sample

FACILITY USERS' RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____
_____, by and between _____ County, and _____
_____, hereinafter referred to as Permittee.

WITNESSETH:

WHEREAS, Permittee desires to use the _____
for an event on _____, and the County is agreeable to such use, the
parties hereto agree to such use, the parties hereto agree that Permittee shall be
granted the use of the Facility on the aforementioned date subject, however, to the
following fees and conditions:

1. Permittee shall pay \$ _____ for the rental of the Facility accompanied by a separate refundable deposit of \$ _____, both payable in advance and attached to this agreement.
2. The Facilities are rented as is and if there are county items that need to be moved, Permittee is responsible for moving them and returning them to their original location. If there is no damage and the ground and buildings are cleaned properly (which includes the hauling out of all garbage), the deposit shall be refunded after inspection by a representative of the county. Permittee is to clean the facilities, including the bathrooms, after each session and upon completion of the activity. Permittee shall supply all cleaning and bathroom supplies and shall return the premises to after their event in as good condition as before it was used by Permittee.
3. Permittee shall be responsible for any damages to county property and shall assume all responsibility for damages or injuries to persons and/or property at the event. Permittee also agrees to protect and defend the County and its elected and appointed officials, agents and employees and to hold them harmless from and against any and all claims, demands and causes of action of any nature whatsoever in any arising from the acts of omissions of Permittee and or its agents, employees, or representatives under this agreement.

4. Permittee will provide general and specific supervision to:
 - a. Inspect facility for potential hazards to the activity;
 - b. Plan for safe conduct of participants;
 - c. Provide adequate and proper equipment for the activity, if any;
 - d. Warn participants of the inherent danger of the activity, if any;
 - e. Inform participants of emergency procedures, if applicable; and
 - f. Closely control the activity itself, particularly with minors.

5. If alcohol is sold or paid, the event must provide \$1,000,000/ occurrence, including liquor liability coverage, and/or must be catered by a licensed catering service. If alcohol will be consumed, Permittee shall further take all reasonable measures to insure that minors are not being or consuming intoxicating beverages on the premises and that no other problems occur as a result of alcoholic beverages being served.

6. Permittee shall attach to this agreement, proof of liability insurance in an amount not less than \$1,000,000/occurrence (or \$500,000 per occurrence depending on specific hazard category) for the event for which the county facilities are being used. If alcohol will be served or consumed during the activity, the liability coverage needs to include a liquor clause. In the event a community or civic organization or a business enterprise leases the premises and needs to take out a separate liability policy for their specific event, they shall name the county as additional insured under said policy.

7. The County has the right to limit the hours of the activities for which Permittee will be using the Fairgrounds. The event shall end on _____ at _____

8. Permittee, by signing below, acknowledge that he/she knows, understand and appreciates the risks involved in the activity.

 Permittee Signature

 Date

 Fair Board Representative
 (if applicable)

 Date

 County Commissioner

 Date

SECTION VI: Hold Harmless Agreement Sample

HOLD HARMLESS AGREEMENT

_____, its officers, employee and members shall, through the signing of this Agreement by an authorized party or agent, indemnify, hold harmless and defend the County of _____, and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the County as a result of loss, damage or injury to person or property by reason of any action or omission by _____ its agents or employees, for the following activities: _____

Signed this _____ day of _____, 20 _____

Printed Name

Signature

Title