



Colorado Air and Space Port
Minimum Insurance
Requirements

Quick Facts

- I. Comprehensive General Liability: \$2,000,000.00
- II. Comprehensive Automobile Liability: \$1,000,000.00
- III. Employers Liability, Worker's Compensation and Unemployment Insurance
- IV. Aircraft Liability: \$1,000,000.00 per occurrence
- V. Hangarkeeper's Liability: \$1,000,000.00 per occurrence
- VI. Insurance coverage, as required by the State of Colorado:
Bodily Injury: \$50,000
Per Incident: \$100,000
Property Damage: \$30,000
- VII. Proof of Certificate of Insurance

All Tenants and Based Businesses will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than two million dollars combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Colorado Air and Space Port (CASP) and Adams County as Additional Insured
- E. Waiver of Subrogation in favor of CASP and Adams County

II. Comprehensive Automobile Liability

In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage.

Coverage to include:

- A. Colorado Air and Space Port (CASP) and Adams County as Additional Insured.
- B. Waiver of Subrogation in favor of CASP and Adams County

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to, and death of workers engaged in work under this contract. Coverage to include:

- Waiver of Subrogation in favor of CASP and Adams County

- IV. Businesses owning or leasing aircraft for business purposes at CASP must supply Certificates of Insurance for the following insurance coverages:
- Aircraft Liability \$1,000,000.00 per occurrence
- V. Businesses leasing a major maintenance approved hangar from CASP must supply Certificates of Insurance for the following insurance coverages:
- Hangarkeeper's Liability \$1,000,000.00 per occurrence
- VI. Tenants leasing offices, tie-down spaces, or hangar space from CASP are not required to supply Certificates of Insurance; however, Tenants, by signing lease agreements, agree that the following insurance coverage will be maintained:
- Insurance coverage, as required by the State of Colorado, as may be amended, for lessee vehicles operating on the Airport Operating Area (AOA) of CASP. Lessee shall also guarantee that Lessee's guests have minimum insurance coverage as follows:
 - \$50,000 Bodily Injury, \$100,000 Per Incident, and \$30,000 Property Damage.

The limits outlined in this Schedule are the minimum required to operate at CASP. CASP strongly recommends that all Operators secure higher limits of liability coverage.

VII. Certificate of Insurance

The Tenant or Based Business shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include that the tenant's policy is primary and will not seek contributions from the Landlord and that the Colorado Air and Space Port is listed as "additional insured". **The name of the Lease, and expiration date must appear on the certificate of insurance.**

Certificate Wording: Colorado Air and Space Port and Adams County and all of its board, officers, employees and agents are included as additional insureds on a primary and non-contributory basis on all applicable policies listed on this certificate. A waiver of subrogation is extended to CASP and Adams County on all applicable policies listed on this certificate.

- a. Underwriters shall have no right of recovery or subrogation against CASP; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- b. The clause entitled "Other Insurance Provisions" contained in any policy including CASP as an additional named insured shall not apply to CASP.

- c. The insurance companies issuing the policy or policies shall have no recourse against CASP for payment of any premiums due or for any assessments under any form or any policy.
- d. Any and all deductibles contained in any insurance policy of Tenant's shall be assumed by and at the sole risk of the Tenant.
- e. All insurance coverage shall be placed with insurance companies having no less than an A- AM Best Rating.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord, in Landlord's reasonable discretion, as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, in Landlord's reasonable discretion, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification. Landlord reserves the right to review and modify the insurance requirements, including limits, based upon the passage of time, changes in the nature of the risk or other relevant circumstances.