



## Airport Insurance Requirements Ground Transportation Providers

Commercial General Liability Insurance: \$500,000 combined single limit for bodily injury and property damage for each occurrence.

Automobile Liability Insurance, as follows:

| Vehicle Seating Capacity | Minimum Level |
|--------------------------|---------------|
| 8 or less                | \$500,000     |
| 9 to 15                  | \$1,000,000   |
| 16 to 32                 | \$1,500,000   |
| 33 or more               | \$5,000,000   |

Automobile Liability Insurance coverage shall include owned, non-owned, and hired automobiles.

In the event the Contractor does not meet the insurance requirements shown above for General Liability or Auto Liability, umbrella/excess liability insurance must be carried in an amount sufficient to meet these minimum requirements

The City of Colorado Springs must be named as additional insured with respect to both General Liability and Auto Liability Insurance. Certificates of Insurance must be submitted before commencing ground transportation activity and 30 days notice must be provided prior to any cancellation except for 10 days notice with respect to non-payment of premium. Non-commercial providers are not required to name the City of Colorado Springs as additional insured.

For employers with one or more employees, Colorado Workers' Compensation Insurance as required by Colorado state statute, including Employer's Liability of \$500,000.

The following indemnification clause will be included on the Ground Transportation Permit:

**The Permittee shall be responsible for any and all damages to property or injury to persons arising out of the exercise of the permit. It is further understood and agreed that Permittee voluntarily assumes all risk and liability for any damage or injury that may occur as a result of conducting the Activities on Airport property, including any damage to Airport property or the property of others and hereby agrees to release, waive, and discharge the City of Colorado Springs and the Colorado Springs Airport, its officers, agents, and employees from any and all liability or claims that may be sustained as a direct or indirect result of Permittee's Activities on the Airport. Permittee shall keep and hold City and its officers, directors, agents, servants, employees, and members of its Council harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Airport, as a proximate result of the acts or omissions of Permittee, its agents, servants, or employees, or arising out of the operations of Permittee upon and about the Airport, excepting such liability as may result from the sole negligence of City, its officers, directors, servants, agents or employees; provided, however, that upon the filing of any claim with City for damages arising out of incidents for which Permittee herein agrees to hold City harmless, then and in that event City shall notify Permittee of such claim and Permittee shall have the right to settle, compromise or defend the same. Permittee shall further use legal counsel reasonably acceptable to City in carrying out Permittee's obligations hereunder. Any final judgment rendered against City for any cause for which Permittee is liable hereunder shall be conclusive against Permittee as to liability and amount, where the time for appeal therefrom has expired. The indemnity provision set forth herein shall survive the expiration or early termination of this Permit.**