



The ASAE Endorsed Association Office Insurance Program

BUSINESS INSURANCE CHECKLIST - CONTRACTS & EVENTS

Disclaimer: This information is provided for general informational purposes only and is not intended to provide individualized guidance or advice. This is not legal advice. You should discuss your individual circumstances thoroughly with your attorney before taking any action based on these suggestions. All descriptions, summaries or highlights of coverage are for general informational purposes only and do not amend, alter or modify the actual terms or conditions of any insurance policy. Coverage is governed only by the terms and conditions of the relevant policy.

1. Before you sign a contract with a facility (e.g. hotel, convention center), review the wording with your attorney. They will advise you if you are obligating your organization to extraordinary liabilities, or if additional insurance is required. Form contracts may try to transfer all risks of claims and insurance requirements, regardless of who is at fault, to the lessee.
2. Be certain of the insurance coverages that are in place for your organization before you enter into a contract. Example: If your policy provides only general liability insurance, and the contract requires you to also furnish evidence of automobile liability, automobile physical damage, workers' compensation, umbrella liability, or other insurance, you will need to strike that language or secure separate insurance for those coverages. Also, make sure the limits of liability on your policies are adequate and match the limits required in the contract.
3. General liability coverage is intended to respond to claims of bodily injury or property damage to others that is caused by an organization, its employees and volunteers. When a third party is added to a policy by naming it as an additional insured, an organization is potentially diluting the limit of liability that is available to it. For these reasons, be mindful of naming other parties as additional insureds and be careful who you add. If a contract requires coverage that falls outside the coverage parameters, you will need to make separate arrangements for coverage.
4. Some other items to be aware of:
 - Providing a waiver of subrogation eliminates an insurance company's ability to subrogate and obtain recovery against a third party, should such third party be negligent.
 - If you agree to allow your insurance to become "primary" it means that your insurance may pay even if the other party is negligent.
 - If you agree to assume any automobile liability, owned by you or by others, the term "by others" can include any person at the facility who is driving an automobile.
 - If you agree to include another party as an additional insured, it should be an entity directly related to your event rather than directors, officers, employees, owners, or mortgage holders.
 - Do not agree to provide coverage or evidence of any insurance coverage unless you are certain that you have an appropriate insurance policy in effect that provides the type and/or limit of coverage or you are willing to secure such coverage prior to the effective date of the contract. For example, do not represent that you have or can provide evidence of workers' compensation if your organization does not have this coverage in effect and is not willing to secure it.
5. You may plan to establish some sort of "safe room" for the use of exhibitors in order to provide overnight storage for particularly sensitive or valuable equipment. If so, check with your attorney to be certain you are not also assuming substantial uninsured legal responsibilities and include appropriate language in your exhibitor's contract. This is often a considerable cash exposure at these events.
6. Any time large numbers of people congregate, there is the potential for some sort of catastrophe to occur. An authorized representative should have the responsibility of being familiar with the disaster plan at each function location. Many hotels and auditoriums already have a plan which they can make available to you.
7. Consider developing a form contract for your exhibitors and vendors that requires them to indemnify and hold harmless your organization and name you as an additional insured on their insurance policies. At a minimum, obtain Certificates of Insurance for liability and workers' compensation from all subcontractors such as exhibitors, food vendors, security, florists, decorators, etc. See to it that all exhibitors or vendors are required by the contract to carry their own liability insurance and to be fully responsible for their own property. Sometimes local members or friendly suppliers will lend you property or equipment to use during your meeting. Be sure to determine where the risk of loss and insurance responsibility lies in such a situation.
8. If you maintain an owned or non-owned automobile liability insurance policy, it may not protect you for accidents which occur on a charter or sightseeing bus. If you plan to use buses, arrange to have your organization's name added as an additional insured to the bus company's insurance during the term of the lease or charter.
9. Typically, most general liability policies will not cover events or meetings held on watercraft exceeding 51' that an organization has borrowed; nor will it cover any exposure for a chartered vessel of any length. Special insurance arrangements must be made for these exposures. If you use a non-owned watercraft for a business function, consider the additional insured suggestions set forth above. Please note that jet skis are typically not included under the covered definition of watercraft.
10. Check in advance to make sure that any other special events are covered by insurance and also consider providing waivers of liability to be signed by participants for any particularly dangerous activity (such as for city Segway tours, race track driving, skydiving, etc.). Governing boards and general attendees enjoy these activities, but make sure you are protected from liability.
11. It is always prudent to remind your attendees that you cannot be responsible for their personal property and include this and other waivers in your registration materials.

Learn more about how you can protect your organization, visit asae-aon.com

Underwritten by:



Reinsured by:



Endorsed by:



Administered by:



Great American Insurance Company is rated "A+" (Superior) by A.M. Best (rating affirmed September 11, 2019).

Please note that the precise coverage afforded is subject to the terms, conditions, and exclusions of the policy as issued.

Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. Policies are underwritten by Great American Insurance Company, Great American Assurance Company, Great American Alliance Insurance Company and Great American Insurance Company of New York, authorized insurers in all 50 states and the DC.

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc., a licensed producer in all states (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.