Here's what you need to know about **INSURANCE**

Proof of insurance is required to rent at the A.R.T./New York Theatres, and certificates are due two weeks prior to the start of your rental. We recommend obtaining an updated quote from your insurance broker when budgeting for your performance as rates have increased in recent years

WHAT POLICIES DO I NEED TO OBTAIN?

General Liability

with bodily injury and property damage combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate.

General Liability insurance covers damages to people or property that occur during your use of the space. Every company will need to have a GL policy.

Host Liquor Liability

Liquor Law Liability in an amount of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate;

This coverage allows your company to serve alcohol at no charge for an event like a private reception or champagne toast. Host liquor is also required to be able to offer beer or wine for suggested donation. Most every General Liability policy that we've seen includes it already, but a few do not. The best time to find out is when you are getting quotes on your GL; ask your broker to confirm if host liquor is included even if you are unsure if you will need it. It's better to plan for it now than be caught without it later.

What if I want to sell alcohol (not for suggested donation)?

By law, you are required to obtain a liquor permit from the New York State Liquor Authority in order to sell alcohol, and you must abide by all regulations pertaining to sales. Additionally, you will be required to purchase a separate Liquor Law Liability insurance policy.

Auto & Umbrella Liability

Automobile Liability covering liability arising out of the use of any vehicle used by Licensee or on Licensee's behalf (including owned, hired, and non-owned vehicles) with a limit of One Million Dollars ($1,000,000) for bodily injury and property damage;

Commercial Non-Owned and Hired Auto Liability

Commercial Umbrella Liability insurance policy with a limit of not less than Two Million Dollars ($2,000,000);

Fun fact - your General Liability policy only covers what happens inside the walls of the building. So, what about getting stuff into and out of the building? That's where Auto Liability comes into play.

A Commercial Non Owned and Hired Auto Liability policy covers damages to people or property that occurs when you are loading or unloading a vehicle and moving the items to the front doors. It also covers damage to the building itself should you, for example, accidentally back up the vehicle too far and hit it. The policy should cover all employees, crew, or other personnel who will be working on your production.

Please note this is different than collision insurance that you have when owning or renting a car.

Umbrella Liability

Think of being with a group of people and suddenly the skies cloud over and it starts to downpour. (That never happens in New York, right?). You're in luck though, because someone has an umbrella so you all huddle together to stay dry.

That's essentially what an Umbrella Liability Policy is. It provides an extra layer of coverage above your other insurance policies, acting like an "umbrella" above your other policies. This offers flexible coverage in the event of claim(s) that exceed the limit of a policy on its own.

What about my people?

In addition to the above, you will need to provide proof of **Workers Compensation Insurance** covering all of your employees including staff, crew and performers. If you are producing under an AEA contract, this is something that Equity will require too.

If your company does not have employees, utilizes volunteers, and/or if you are producing under the AEA Showcase Code, you will need to provide proof of **Volunteer Accident Coverage**. With a minimum limit of $50,000 per volunteer

What about my stuff?

The insurance policies above do not cover the stuff you bring in for your production such as scenery, costumes, lighting, sound, etc as well as personal property of your staff and company. For that, you will want to explore **Property Insurance**. This is not required and it's your business decision to make. However, please note that A.R.T./New York is not responsible and has no liability for loss or damages to any equipment or property that is owned, rented, brought into, or stored in the building by your company.

What if I have an annual insurance policy?

Great, then some of the legwork is already done! If you know you plan to rent at the theatres, we recommend that you share our insurance requirements with your broker and ask what your annual policy already includes. If there are things it does not have, let's chat about it! Please reach out to the staff of the A.R.T./New York Theatres to discuss.

What if I want to use a firearm // cook on a real grill // feature an aerialist // install a large pool // have lots of audience participation // insert other cool effects here?

Let's chat! In addition to ensuring it is permissible under our lease and determining that the effect can physically be done safely within the venue, we will also ask for written assurance on your COI that your insurance policy will cover the effect.

Proof of Coverage
Licensee shall provide Licensor with a certificate of insurance ("COI") evidencing such coverage and *__naming the parties listed on Schedule A__* *and each of its trustees, directors, officers, employees, members and guests as well as any affiliated corporation, partnerships and joint ventures as additional insureds. Certificates of Insurance shall be delivered to and held by Licensor at least seven (7) days prior to the Commencement Date. All policies will provide for thirty (30) days prior written notice to Licensor of any cancellation, modification, or renewal.*

Companies we recommend:

Insureevents - https://www.insurevents.com/

Eventsured - EventSured

Chubb - https://www.chubb.com/us-en/

Still have questions?

Please reach out to:
Jacob Elliott, Rental & Venue Operations Manager at A.R.T./New York
(212) 594-0422 ext 113 or via jelliott@art-newyork.org

Rental Agreement Requirements:

1) **INSURANCE**. Licensee agrees that it shall, at its own expense, obtain and maintain for such lengths of time as is necessary to cover any and all claims arising in connection with this Agreement, and at a minimum for a period of time covering Licensee's use of the Space, the following policies:

    - Commercial General Liability policy with bodily injury and property damage combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate.

      If Licensee wishes to offer alcohol onsite for any reason (e.g. a reception or suggested donation), the policy must include Host Liquor Liability coverage and be noted on the COI pursuant to Paragraph (g) below.

    - Automobile Liability covering liability arising out of the use of any vehicle used by Licensee or on Licensee's behalf (including owned, hired, and non-owned vehicles) with a limit of One Million Dollars ($1,000,000) for bodily injury and property damage;

    - Commercial Umbrella Liability insurance policy with a limit of not less than Two Million Dollars ($2,000,000);

    - IF APPLICABLE - Liquor Law Liability in an amount of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate;

    - Workers Compensation, Employee's Liability insurance, and Disability affording coverage under the Workers Compensation laws of New York (if Licensee has no employees, Licensee shall instead obtain Volunteer Accident Coverage with a minimum limit of $50,000 per volunteer);

    - Property insurance for full replacement value without deduction for depreciation (with New York standard extended coverage clause) of all scenery, costumes, electrical and sound equipment, literary and musical material, and all other properties and materials owned, rented or brought into the Space by Licensee, which property insurance policy or policies shall include a waiver of subrogation against Licensor.

      It is agreed that Licensor shall not be responsible or have any liability for loss or damages to any equipment or property owned, rented or brought into the Space by the Licensee, or any agent or employee of the Licensee, which may be kept or placed in the Space or used in connection with the Event or entrusted to any person employed by the Licensor due to fire, theft or any other cause, unless such loss or damage to such equipment or property was caused willfully by an agent or employee of the Licensor.

    - Proof of Coverage: Licensee shall provide Licensor with a certificate of insurance ("COI") evidencing such coverage and naming the parties listed on Schedule A and each of its trustees, directors, officers, employees, members and guests as well as any affiliated corporation, partnerships and joint ventures as additional insureds. Certificates of Insurance shall be delivered to and held by Licensor at least seven (7) days prior to the Commencement Date. All policies will provide for thirty (30) days prior written notice to the Licensor of any cancellation, modification, or renewal.

- All required insurance shall be issued on an “occurrence” basis and be purchased from a company authorized to do business in New York State and acceptable to Licensor, and which is rated A-, VIII or better at the time of purchase or renewal of such policies in the then most current A.M. Best Rating Guide. Such insurance shall be primary as to the additional insureds and not be entitled to contribution from any other insurance that may be maintained by any other additional insured party. Licensee shall not cancel (or permit any lapse under) any policy of insurance required hereunder. All insurance policies shall include clauses stating that the insurer will waive all rights of recovery, under subrogation or otherwise, against the additional insureds to the extent applicable.
- The following must be named as Additional Insureds, along with each of its trustees, directors, officers, employees, members and guests as well as any affiliated corporation, partnerships and joint ventures.
    - i) Alliance of Resident Theatres/New York
    - ii) A.R.T./New York Holdings, LLC
    - iii) Clinton Green North, LLC
    - iv) AvalonBay Communities, Inc
    - v) the City of New York, including the Department of Design and Construction and the Department of Cultural Affairs