

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

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BULLETIN MEL 22-05

Date: February 15, 2022 **Updated**
To: Fund Commissioners of Member Joint Insurance Funds
From: Underwriting Manager, Conner Strong & Buckelew
Re: Fireworks Displays and Amusement Ride Requirements

The bulletin does not apply to the members of the NJUA JIF and “workers compensation only” members of the NJPHA JIF. This bulletin does not apply to the Board of Education members of the Suburban Metro JIF.

This will serve as an annual reminder for members of the Fund there are requirements for fireworks displays and amusement rides prior to coverage being granted. An outline of these requirements is enclosed along with the Hold Harmless Agreement wording to be provided by the contractor. Please submit the attached Firework or Amusement Ride Checklist along with all other requirements to MELUnderwritingSvcCntr@connerstrong.com. ****Please note, submissions should be received at least one week prior to the event.****

This bulletin applies to all amusement rides required to be registered with NJDCA. The JIF does not cover the ownership, operation or maintenance of amusement rides. As a reminder, “bouncy houses” and the like are also considered amusement rides and are formally known as “Type 4 Air Supported Structures”.

You should consider the following two nuances when contracting with vendors providing these devices: 1) The vendor may try to just drop-off the device for you to setup; 2) The vendor may not include personnel to oversee the devices. Both of these nuances would fall within the exclusion and not be covered by the Fund; vendors must provide their own attendants and it should be stated in the contract. Please note, oversight of the structures are considered “operation”.

Please note, the following exceptions are NOT accepted:

- Health Insurance in lieu of Workers’ Compensation;
- Owners/Proprietors excluded on the Workers’ Compensation;
- Invoice/P.O. in lieu of a full contract;
- Unsigned contract; and
- Personal Automobile Liability in lieu of Commercial Automobile Liability.

If you have any questions on this bulletin, please contact your Risk Management Consultant, JIF Executive Director or the Underwriting Manager.

This bulletin is for information purposes only. It is not intended to be all-inclusive but merely an overview. It does not alter, amend or change your coverage. Please refer to specific policies for limits, terms, conditions and exclusions.

cc: Risk Management Consultants
Fund Professionals
Fund Executive Directors

BULLETIN MEL 22-05

FIREWORKS DISPLAY/AMUSEMENT RIDE REQUIREMENTS MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

The following information must be filed with and approved by the MEL Underwriting Manager prior to the event:

1. Copy of contract between the contractor and the member entity. Contracts we see are sometimes silent or ambiguous as to who is responsible for policing the display/ride, setting up the ride, searching for/disposing of unfired fireworks, etc. If the contract is silent or ambiguous on any of this, we will be requesting that you obtain an addendum to the contract or a letter from the contractor on their letterhead stating they will be responsible for such.
2. Certificate of insurance from contractor to include the following information:
 1. General Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage with \$2,000,000 general aggregate. Contractual liability must be included.
 2. Automobile Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage with no aggregate.
 3. Workers Compensation: Statutory limits
 4. Employers Liability: at minimum limits of \$500,000.
 5. Umbrella Liability: \$4,000,000 per occurrence and in the aggregate are strongly recommended, sitting excess of the General Liability, Automobile Liability and Employers Liability coverages.
 6. The member entity and any associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insureds on the General Liability, Automobile Liability and Umbrella Liability coverages.
 7. Rain date, if applicable, should also be shown on the description section of the certificate of insurance.

If you are using Garden State Fireworks, D&M Fireworks or Serpico Pyrotechnics, they send a certificate to the MEL on an annual basis for Workers' Compensation (#3 and #4) and Automobile Liability (#2). As such, these two items do not need to be provided to us when using either company.

3. An executed hold harmless agreement in favor of the member entity must be signed by the contractor. Enclosed is suggested hold harmless agreement wording to be used by the contractor. **The Fund will not accept a "Null and Void" clause in favor of the contractor as part of the hold harmless agreement. Any additional hold harmless/indemnification language in any agreement contradictory to the wording enclosed shall be removed.**
4. As respects to mechanical amusement rides/devices, the contractor will need to provide proof of registration of its amusement ride equipment, as well as a copy of the contractor's permit application for the rides being utilized for the member sponsored event. Once the equipment is delivered to the event site, the member should confirm the actual permit is affixed to the equipment. To confirm the amusement vendor is registered, as required by the State, the member can visit the NJDCA website at http://www.state.nj.us/dca/divisions/codes/publications/pdf_rides/permitted_rides.pdf
5. A ride inspection must take place prior to using the inflatable.

As stated above, mechanical amusement rides/devices are required to be licensed by the State of New Jersey. Mechanical amusement rides/devices are defined as any amusement ride required to be licensed by the State of New Jersey which includes any mechanical device or devices, including but not limited to water slides exceeding 15 feet in height, which carry or convey passengers along, around, or over a fixed or restricted route or course for the purpose of giving its passengers amusement, pleasure, thrills or excitement; and any passenger or gravity propelled ride when located in an amusement area or park in which there are other amusement rides. Mechanical amusement rides/devices are also defined to include the following pursuant to the New Jersey Department on Community Affairs, concerning Carnival and Amusement Ride Safety Act P. L. 1975 C105 as amended on July 20, 2001, and New Jersey Administrative Code, Title 5. Community Affairs, Chapter 14A. Carnival-Amusement Rides, N.J.A.5:14 A (2014), N.J.A.C. §5:14A-1.1:

- Small truck kiddie rides as defined under N.J.A.C. §5:14A-1.2, and inflatable bounce houses, moonwalks, inflatable slides, and other inflatable attractions, which allow riders to bounce, slide, and/or to be supported by them, as defined under N.J.A.C. §5:14A-1.2, and §5:14A-13.1, "Inflatable Rides" subchapter.
- The rental or lease of Inflatables – Inflatables are considered an amusement ride. DCA's web site lists rental firms and those inflatables that already have a DCA permit. Be sure the inflatable you want to rent is on the list.

http://www.state.nj.us/dca/divisions/codes/publications/pdf_rides/permitted_rides.pdf

Please note, exceptions to the requirements herein are NOT accepted:

- Health Insurance in lieu of Workers' Compensation;
- Owners/Proprietors excluded on the Workers' Compensation;
- Invoice/P.O. in lieu of a full contract;
- Unsigned contract; and
- Personal Automobile Liability in lieu of Commercial Automobile Liability.

The fireworks display/amusement ride submissions should be e-mailed to MELUnderwritingSvcCntr@connerstrong.com for review and approval no later than three weeks prior to the event. If you have any questions please contact the MEL Underwriting Manager team.

FIREWORKS DISPLAY
HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of _____
and _____ (Contractor).

WITNESSETH:

1. _____ (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of _____ from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: _____

General Liability: _____

Automobile Liability: _____

Umbrella Liability: _____

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: _____ Date: _____ Rain Date: _____

Dated: _____ Signed: _____

Authorized Signature of the Contractor

Witness: _____

AMUSEMENT RIDES

HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of _____
_____ and _____ (Contractor).

WITNESSETH:

1. _____ (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of _____ from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the installation, operation, use, or disassembly of any amusement ride equipment or device and/or the supervision thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: _____

General Liability: _____

Automobile Liability: _____

Umbrella Liability: _____

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: _____ Date: _____ Rain Date: _____

Dated: _____ Signed: _____
Authorized Signature of the Contractor

Witness: _____