

RULES AND REGULATIONS
FOR
EXHIBITORS AND CONCESSIONAIRES AND OTHER PARTICIPANTS

PART VII
INSURANCE REGULATIONS
for
PARTICIPANTS

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NEW YORK WORLD'S FAIR 1939 INCORPORATED
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PART VII

INSURANCE REGULATIONS FOR PARTICIPANTS

1. Introductory

The insurance requirements of the Fair Corporation described in these regulations and the information conveyed, amplify the insurance requirements set forth in agreements with exhibitors, concessionaires and other participants.

Under the rules of the Corporation, permits for building, installation, alterations, occupancy, operation or demolition may not be issued until the Corporation's insurance requirements have been met. Therefore, early compliance with these requirements will avoid delay and congestion in the issuance of these permits.

The endeavor has been to state insurance requirements in non-technical language but prescribed wording of policy endorsements for the use of insurance companies and brokers will be found in the supplements hereto.

2. Fair Corporation's Policy Governing Insurance Carriers, Brokers and Signatures

The Fair Corporation requires that all insurance policies and certificates be issued by insurance carriers satisfactory to the Corporation and that they be countersigned with hand-written signatures. It is generally presumed that any insurance company licensed to do business by the State of New York will be acceptable.

No one employed by the Fair Corporation is authorized to make any suggestion as to the insurance companies, agents or brokers to be patronized by participants, nor is any insurance company, agent or broker authorized to represent itself or himself orally or in writing as having been appointed by the Fair Corporation to solicit the patronage of any participant. It is hoped that participants will report to the Financial Director of the Fair Corporation any statement or representation made to them contrary to this stated policy.

3. Insurance Department

The Fair Corporation maintains an Insurance Department which is responsible for all its insurance activities. Policies and certificates of insurance, when required, shall be filed with this department which

will be glad to furnish such additional information concerning insurance as can reasonably be supplied. Permits of the type mentioned in Section 1 hereof, before issue, must be approved by the Insurance Department.

4. Participants

Whenever the term "participant" is used, all exhibitors and concessionaires, whether private or governmental, domestic or foreign, are included. When insurance is applicable to special types of participants they are specifically designated.

5. Insurance Requirements—Construction

a—PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

All participants who desire to erect a building or other structure on the Fair site, and for which a building permit is required, must provide Owners' Protective Liability insurance policies written in the name of the Fair Corporation only, with public liability limits of not less than \$100,000 for one person and not less than \$300,000 for any one accident, without limit as to the number of persons or accidents, and with property damage liability limits of not less than \$10,000 for one accident and \$25,000 aggregate. These policies must include coverage for the erection, additions to, structural alterations and demolition of buildings and structures, and for the collapse and explosion hazards, in addition to the customary risks.

Such policies shall remain in force from the date of issue until completion of demolition work. (See Section 7 "Demolition Period".) The insurance companies' premium for this coverage is based upon the cost of construction and structural alteration work, not upon the length of time the policy is in force.

The original policies must be deposited with the Insurance Department of the Fair Corporation five or more days prior to the issuance of a building permit. (See Supplement No. 1 for required endorsements.)

b—FIRE AND SUPPLEMENTAL INSURANCE

Concessionaires are required to maintain at their own cost insurance covering at least 80 per cent of the actual value of their property, against loss by fire and the additional hazards specified in a standard form of "supplemental contract" ordinarily attached to fire insurance policies by insurance companies operating in New

York State. The policy must be written in the name of the concessionaire "and New York World's Fair 1939 Incorporated as beneficiary assured, jointly and severally as their interest may appear. All losses occurring hereunder shall be adjusted with and made payable to New York World's Fair 1939 Incorporated, the beneficiary assured".

The original policy must be deposited with the Insurance Department of the Fair Corporation five or more days prior to the issuance of a building permit or installation permit. (See Supplement No. 3 for required endorsement.)

Exhibitors are not required by regulation of the Corporation to carry fire and supplemental insurance although exhibitors generally protect themselves against such hazards. The Fair Corporation carries no insurance on property belonging to participants.

6. Insurance Requirement—Installation Period and Fair Operation

a—WORKMEN'S COMPENSATION INSURANCE

All participants are required to comply with the Workmen's Compensation Law of the State of New York during the Fair operation period. This policy will be written in the name of the participant only. A certificate of insurance issued by the participant's insurance carrier must be filed with the Insurance Department of the Fair Corporation five or more days prior to the issuance of an installation or an operating permit.

If any participant is qualified by the Industrial Commissioner of the State of New York to self insure, he is required to file with the Fair Corporation's Insurance Department a certificate from the Department of Labor of the State of New York certifying that such privilege has been granted.

b—PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

All participants are required to carry liability insurance written jointly in the names of the participant and New York World's Fair 1939 Incorporated, with public liability limits of not less than \$100,000 for one person and not less than \$300,000 for one accident, without limit as to the number of persons or accidents, and with property damage liability limit of not less than \$10,000 for one accident. Such insurance policies must include coverage for the installation and removal of booths, furniture, fixtures, products,

machinery and other equipment of participants, for ordinary repair and alteration work and for the collapse and explosion hazards, in addition to the customary risks.

The original policies must be deposited with the Insurance Department of the Fair Corporation five or more days prior to the issuance of an installation or an operating permit. (See Supplement No. 2 for required endorsements.)

c—PRODUCT LIABILITY INSURANCE

When a participant dispenses or distributes by sale, gift or otherwise, food, beverages or any other products for consumption, use or handling, whether on or off the Fair site, he shall include in the public liability and property damage liability policies, coverage for claims arising out of such consumption, use or handling of his products, with public liability limits of not less than \$100,000 for one person, and not less than \$300,000 for one accident and \$300,000 aggregate, and property damage liability limits of not less than \$10,000 for one accident and \$25,000 aggregate. (See Supplement No. 2, paragraph (d) for required endorsement.)

d—FIRE AND SUPPLEMENTAL INSURANCE—CONCESSIONAIRES

All concessionaires are required to maintain at their own cost adequate insurance covering their property (including inventories of merchandise) against loss by fire and the additional hazards specified in a standard form of "supplemental contract" ordinarily attached to all fire insurance policies by the insurance companies operating in New York State.

This insurance must be written in the names of the concessionaire "and New York World's Fair 1939 Incorporated as the beneficiaries assured, jointly and severally as their interests may appear. All losses occurring hereunder shall be adjusted with and made payable to New York World's Fair 1939 Incorporated, the beneficiary assured."

The amount of insurance in this category to be carried by concessionaires shall be not less than 80 per cent of the actual value of the property insured. (See Supplement No. 3 for required endorsement.)

EXCEPTION—Concessionaires who maintain in any one location property not exceeding \$250 in value at any one time, upon approval of the Insurance Department of the Fair Corporation, may be exempted from carrying this insurance.

The original policy must be deposited with the Insurance Department of the Fair Corporation five or more days prior to the issuance of an installation permit.

The Fair Corporation carries no insurance of any kind on property belonging to participants or for which participants may be liable to others. All such property on the Fair site is at participants' own risk.

7. Insurance Requirements—Demolition

All participants who erect buildings or structures on the Fair site under their contracts are required to demolish such buildings or structures and must carry Owners' Protective Liability insurance for such work as specified in Section 5 (a) hereof.

8. In Transit

Risk of loss or damage to property while in transit to the Fair site whether or not such property may temporarily be in the custody of the Fair Corporation or its agents will not be borne by the Fair Corporation. Participants are required to protect themselves by effecting such insurance as they may deem necessary.

As set forth in Part VI, "Special Rules and Regulations for Foreign Participants", the Fair Corporation is responsible to the United States Government for any duty which may ultimately be assessed on articles imported under the privileges of Public Resolution No. 61 enacted by the Seventy-fifth Congress.

The Act and United States Treasury Department regulations thereunder require that such articles be consigned to the Fair Corporation. Therefore, the Corporation has officially appointed a customs broker and trucking companies of recognized reputation and possessing adequate facilities to clear incoming shipments through customs and to deliver them to the Fair site.

The Fair Corporation derives no profit from such activities. It makes these arrangements for the sole purpose of protecting foreign participants against unnecessary expenses and delays.

The Fair Corporation has protected only itself by insurance covering any potential liability for customs duties it may have to the United States Government under Public Resolution No. 61. Accordingly, all

risk of loss or damage which may be incurred while imported shipments are in transit to the location of the participant's exhibit must be assumed by the foreign participant or his shipper. (See also Part VI, "Special Rules and Regulations for Foreign Participants".)

9. Vehicle Liability Insurance, etc.

All participants who during construction, installation, Fair-operation or demolition, use or operate the type of equipment herein specified or indicated, whether owned, rented or hired in connection with their operation on the Fair site, or elsewhere if by assent of or under an agreement with the Fair Corporation, are required to carry at their own expense public liability and property damage liability insurance, as follows:

a—AUTOMOBILE LIABILITY INSURANCE

Covering all self-propelled vehicles of any kind operating on land such as automobiles, trucks, buses, trailers, semi-trailers, motorcycles, trackless trains, electrically driven roller chairs, etc.

b—WATER CRAFT LIABILITY INSURANCE

Covering water craft of any kind such as boats, canoes, row boats, sail boats, vessels, yachts, lighters, etc.

c—TEAMS LIABILITY INSURANCE

Covering draft, saddle or driving animals, teams, bicycles, hand trucks, push carts, manually propelled roller chairs, etc.

Each policy shall be written jointly in the names of the participant and the Fair Corporation with public liability limits of not less than \$100,000 for one person and not less than \$300,000 for one accident, without limit as to the number of persons or accidents, and with property damage liability limit of not less than \$10,000 for one accident.

The insurance required under this section is separate from and in addition to the public liability and property damage liability insurance requirements specified under Sections 5 and 6 hereof. The original policies must be deposited with the Insurance Department of the Fair Corporation five or more days prior to the issuance of any permit allowing the use of the vehicles specified. (See Supplement No. 2 for required endorsements.)

10. Medical Services and Claims

The Fair Corporation maintains a medical department with first aid stations and will render first aid to all persons injured on the Fair site when requested to do so by the injured person.

So far as possible, accident reports will be prepared covering all accidents on the Fair site coming to the attention of the employees of the Fair Corporation.

Accidents which in the opinion of the Insurance Department of the Fair Corporation fall under the jurisdiction of participants whether or not any actual responsibility exists and which come to the attention of the Insurance Department will be reported to participants and their insurance carriers as promptly as possible. The Fair Corporation, however, assumes no responsibility either for the failure to render any such reports or for the accuracy of any report it may submit.

Medical services rendered at first aid stations to employees of participants or to non-employees, when the result of accidents which are deemed to be under the jurisdiction of the participant, will be billed to the participant or his insurance carrier.

Claims made against the Fair Corporation arising out of alleged accidents under the jurisdiction of a participant will be forwarded to the participant's insurance carrier upon receipt and notice thereof will be mailed to the participant.

Medical services in cases of illness not arising from accidents will be rendered to employees of participants upon request and will be billed to participants.

SUPPLEMENTS

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Supplement No. 1

OWNERS' PROTECTIVE LIABILITY INSURANCE

All Owners' Protective Liability insurance policies covering public liability and property damage liability for the erection, additions to, structural alterations and demolition of buildings and structures must carry the following endorsements:

- (a) Expiration of policy endorsement.

"Until completion of demolition and removal work as officially required of the participant furnishing this policy and in any event not more than sixty (60) days after issuance of a Removal Permit by the Fair Corporation."

- (b) Primary insurance endorsement.

"It is agreed that the insurance afforded by this policy is primary insurance and that any other or additional insurance available to New York World's Fair 1939 Incorporated shall be excess insurance."

- (c) Cancellation and amendment endorsement—applicable to all policies.

"It is agreed that this policy shall not be cancelled, re-written, replaced or amended unless five days' written notice is given to New York World's Fair 1939 Incorporated."

Supplement No. 2

ENDORSEMENTS REQUIRED ON PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY POLICIES (INCLUDING VEHICLE)

Required public liability and property damage liability insurance policies (including vehicle) written jointly in the names of the participant and New York World's Fair 1939 Incorporated must carry the following endorsements when applicable:

- (a) Cross liability endorsement—applicable to all policies.

"It is understood that such insurance as is afforded by this policy applies to each named assured against whom claim is made by an employee of any other named assured."

- (b) Primary insurance endorsement—applicable to all policies.

“It is agreed that the insurance afforded by this policy is primary insurance and that any other or additional insurance available to New York World’s Fair 1939 Incorporated shall be excess insurance.”

- (c) Cancellation and amendment endorsement—applicable to all policies.

“It is agreed that this policy shall not be cancelled, rewritten, replaced or amended unless five days’ written notice is given to New York World’s Fair 1939 Incorporated.”

- (d) Product liability endorsement—applicable only when participants dispense or distribute by sale, gift or otherwise, food, beverages or any other products for consumption, use or handling, whether on or off the Fair site.

“It is agreed that such insurance as is afforded by this policy applies to the possession, consumption, handling or use, either on or away from the insured premises, of any article manufactured, sold, handled or distributed on or from such premises by the assured.”

- (e) Elevator liability endorsement (or its equivalent)—applicable only when participants maintain or use, rent or lease elevators or elevating or lowering devices (excluding dumb-waiters) within the leased area and when the policies do not include coverage for elevator hazards.

“It is agreed that such insurance as is afforded by this policy applies, irrespective of the exclusions stated in the policy, to the ownership, maintenance or use of any elevator either on or about the insured premises, including ordinary repairs thereof and including injury to or destruction of property in the care, custody or control of the assured or any of his employees.”

- (f) Vehicle liability endorsement—applicable only on policies covering automobiles, water craft and teams.

“It is hereby understood and agreed that the naming of New York World’s Fair 1939 Incorporated as an assured under the Policy to which this endorsement is attached shall not

cause to be forfeited their right of recovery for any claims which would be covered by this Policy were the New York World's Fair 1939 Incorporated not named as an additional assured."

- (g) Alteration permit endorsement—applicable only when required by the Fair Corporation, to participants who are not required to provide Owners' Protective Liability insurance policies written in the name of the Fair Corporation.

"It is agreed that such insurance as is afforded by this policy applies to structural alterations, new construction or demolition work on or additions to the insured premises, when such operations are performed either by employees of the assured or by independent contractors for the assured."

Supplement No. 3

ENDORSEMENT REQUIRED ON FIRE INSURANCE POLICIES

All fire insurance policies written jointly in the name of a participant and New York World's Fair 1939 Incorporated must carry "Additional Hazards, Supplemental Contract No. 4—covering direct loss where damage caused by windstorm, hail, explosion, riot, air craft and motor vehicles" in the standard form used by insurance companies licensed to do business in the State of New York.

Supplement No. 4

ENDORSEMENTS—SPECIAL FORMS

Participants engaged in operations involving unusual forms of risks will be required to furnish special endorsements on their public liability and property damage policies specifically covering such risks. These endorsements will be written by the participants' carriers but subject to the approval of the Fair Corporation's Insurance Department.