



INSURANCE REQUIREMENTS

TENANT shall maintain insurance throughout the duration of this Agreement, and provide Certificates of Insurance, as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

- A. *Commercial General Liability*. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Coverage for additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- B. *Business Automobile Insurance*: ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Lessee will use personal autos on the Premises, Lessee shall provide evidence of personal auto liability coverage for each such person.
- C. *Workers Compensation Insurance*: covering all employees and volunteers as required by the state of California on a state-approved policy form. Limits shall be no less than \$1,000,000 per accident.
- D. *Property Insurance*: insuring all improvements on the property against fire for the full replacement cost of the improvements, with deductibles and the form and endorsements of coverage as approved by the City. City will not insure Lessee's personal property, leasehold, improvements, or trade fixtures.
- E. *General Conditions Pertaining to Insurance*:
 - 1) Lessee shall have its insurer endorse the third party general liability coverage to include as additional insured the City, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10.
 - 2) The parties acknowledge that all insurance coverage required to be provided by Lessee is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
 - 3) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the City.
 - 4) All endorsements must have an original authorized signature. Facsimile or electronic copies are insufficient.
 - 5) Lessee agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
 - 6) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage's required and an additional insured endorsement to Lessee's general liability policy shall be delivered to the City at or prior to the execution of the Agreement.
 - 7) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Lessee shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Lessee ninety (90) days advance written notice of such change.