**Exhibit ­­­­\_\_\_\_\_**

**Section I: Insurance Required to be Maintained by Landlord**

At all times during the term of this Lease, Landlord shall purchase and maintain, at its own expense, insurance as described below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Tenant reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve Landlord from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during this Lease.

1. Workers Compensation and Employers Liability Insurance
2. Required if Landlord has employees.
3. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
4. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
5. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
6. Required Evidence of Insurance:
	1. Subrogation waiver endorsement; and
	2. Certificate of Insurance

If Landlord currently has no employees, Landlord agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease or any extensions of the term.

1. General Liability Insurance
2. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
3. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Landlord maintains higher limits than the specified minimum limits, Tenant requires and shall be entitled to coverage for the higher limits maintained by Landlord.
4. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Tenant. Landlord is responsible for any deductible or self-insured retention and shall fund it upon Tenant’s written request, regardless of whether Landlord has a claim against the insurance or is named as a party in any action involving the Tenant.
5. [Insert correct legal name of Tenant] shall be additional insureds for liability arising out of premises owned by or rented to Landlord, (Insurance Services Office endorsement CG 20 26 or equivalent).
6. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
7. The policy shall cover inter-insured suits between Landlord and Tenant and include a “separation of insureds” or “severability” clause which treats each insured separately.
8. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
9. Required Evidence of Insurance:
	1. Copy of the additional insured endorsement or policy language granting additional insured status, and
	2. Certificate of Insurance.

**(Substitute the following for h. if the work, event or location involves marinas or the airport. Do not leave both versions of h. in the agreement!!!)**

1. Required Evidence of Insurance:
	1. Copy of the additional insured endorsement or policy language granting additional insured status;
	2. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
	3. Certificate of Insurance.
2. Property Insurance for Building and Tenants’ Improvements & Betterments
	1. The insurance shall cover the Building (excluding land) and all improvements and structures on the land.
	2. Insured perils shall be “special form” or “all risks”.
	3. The minimum amount of insurance shall be the full current replacement cost of the building and all improvements and structures on the land, including the cost of debris removal. This amount shall be re-determined annually by Landlord, subject to approval by Tenant.
	4. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
	5. The insurance shall cover the interests of both Landlord and Tenant. Tenant shall be endorsed as an additional insured with respect to its interest in covered property; other tenants may be added as additional insureds.
	6. All moneys collected from the insurance company shall be held by Landlord in trust to be used and applied exclusively in accordance with Article [Fill-in] entitled “Destruction and Untenantability of Premises”.
	7. Tenant shall not be responsible to Landlord for any coinsurance penalty assessed by the insurance company.
	8. If the policy has a deductible, Landlord shall be responsible for the full amount of the deductible without contribution from Tenant.
	9. Required Evidence of Insurance:
		1. Additional insured endorsement; and
		2. Certificate of Property Insurance *or* Evidence of Commercial Property Insurance.
3. **Rental Value Insurance**
	1. The insurance shall cover loss of rents resulting from an insured cause of loss under a “special form” or “all risks” policy.
	2. The period of insurance shall be the entire period of restoration of damaged property and shall not be limited to a period of 12 or 18 months.
	3. The limit shall be one hundred fifty percent (150%) of the annual rents payable by all tenants occupying the building.
	4. *Required Evidence of Insurance*: Certificate of Property Insurance or Evidence of Commercial Property Insurance
4. **Mold Liability Insurance**
	1. The insurance shall cover claims for mold-related bodily injury and property damage (including loss of use) and remediation expenses.
	2. The insurance shall cover claims arising out of the presence of mold, microbial matter, or mold or fungus spores on the Premises.
	3. Minimum Limit: $5,000,000 per occurrence.
	4. *Required Evidence of Insurance*: Certificate of Insurance
5. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

1. Documentation
2. The Certificate of Insurance must include the following reference: [insert location or other identifier].
3. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Landlord agrees to maintain current Evidence of Insurance on file with Tenant for the required period of insurance.
4. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and mailing address].
5. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
6. Landlord shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced.
7. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
8. Policy Obligations

Landlord’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1. Material Breach

If Landlord fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. Tenant may give notice to Landlord to reinstate or acquire the affected insurance. Should Landlord fail to reinstate or acquire the affected insurance within ten (10) days of Tenant's notice to reinstate or acquire such insurance, Tenant may either terminate this Lease, reinstate or acquire the affected insurance, and Landlord shall reimburse Tenant for the necessary cost at Tenant's option.

**Section II: Insurance Required to be Maintained by Tenant**

At all times during the term of this Lease, Tenant shall purchase and maintain, at its own expense, insurance or self-insurance as described below.

1. **General Liability Insurance**
	1. Minimum Limit: $1,000,000 per occurrence.
	2. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
	3. *Required Evidence of Insurance*: Certificate of Insurance or Letter of Self-Insurance.
2. **Documentation**
	1. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant agrees to maintain current Evidence of Insurance on file with Landlord at all times during the term of this Lease.
	2. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing insurance or self-insurance.