**Exhibit**\_\_\_\_\_

Licensee shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County 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 Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

# Workers Compensation and Employers Liability Insurance

1. Required if Licensee has employees.
2. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
3. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
4. Required Evidence of Insurance: Certificate of Insurance.

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

# General Liability Insurance

1. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
2. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
4. [insert exact name of additional insured] shall be endorsed as additional insureds for liability arising out of Licensee’s ongoing operations. (ISO endorsement CG 20 26 or equivalent).
5. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
6. The policy shall cover inter-insured suits between County and Licensee and include a “separation of insureds” or “severability” clause which treats each insured separately.
7. 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 g. if the work, event or location involves marinas or the airport. Do not leave both versions of g. 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.

# Automobile Liability Insurance

*(Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)*

* 1. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
  2. Insurance shall cover all owned autos. *(Required if Licensee owns vehicles.)*
  3. Insurance shall apply to all hired and non-owned autos.
  4. Required Evidence of Insurance: Certificate of Insurance.

# Liquor Liability Insurance

*(For events with alcohol.)*

1. Minimum Limits: $1,000,000 for each Common Cause or Occurrence; $1,000,000 Aggregate.
2. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
3. Required Evidence of Insurance: Certificate of Insurance.

# Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

# Documentation

* 1. The Certificate of Insurance must include the following reference: [insert event name and date or other reference].
  2. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
  3. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
  4. 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.
  5. Licensee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
  6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

# Policy Obligations

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

# Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.