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

With respect to performance of work under this Agreement, Vendor shall maintain and shall require all of its subcontractors, consultants and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for Vendor to maintain insurance after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County’s failure to identify any insurance deficiency shall not relieve Vendor 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 Vendor has employees as defined by the Labor Code of the State of California.
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 Vendor currently has no employees as defined by the Labor Code of the State of California, Vendor 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 satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Vendor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Vendor.
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. Vendor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Vendor has a claim against the insurance or is named as a party in any action involving the County.
4. Insurance shall be continued for one (1) year after delivery of product(s).
5. [insert exact name of additional insured]shall be endorsed as additional insureds for liability arising out of distribution of Vendor’s product(s) (ISO endorsement CG 20 15 – “Additional Insured/Vendors” – or equivalent). Additional insured status shall continue for one (1) year after delivery of product(s).
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 definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
8. The policy shall cover inter-insured suits between the additional insureds and Vendor and include a “separation of insureds” or “severability” clause which treats each insured separately.
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 i. if the work, event or location involves marinas or the airport. Do not leave both versions of i. 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

* 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, hired and non-owned autos.
  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 contract number or other identifier].
  2. Vendor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Vendor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.
  3. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
  4. Vendor shall submit required Evidence of Insurance 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. Vendor 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, Vendor shall provide certified copies of required insurance policies within thirty (30) days.

# Policy Obligations

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

# Material Breach

If Vendor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Vendor, County may deduct from sums due to Vendor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.