**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. 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 Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

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

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

1. 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. 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. Licensee shall disclose any deductible or self-insured retention in excess of $25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
   4. County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of the 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:
2. Copy of the additional insured endorsement or policy language granting additional insured status;
3. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
4. Certificate of Insurance.
5. 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 vehicles.
     3. Required Evidence of Insurance: Certificate of Insurance.
6. Environmental Impairment Liability Insurance
   1. Required for subcontractors providing portable restrooms or dumpsters;
   2. Minimum Limits: 1,000,000 per pollution Incident; 2,000,000 Aggregate;
   3. *Required Evidence of Insurance*: Certificate of Insurance.
7. 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.

1. Documentation
   * 1. The Certificate of Insurance must include the following reference: [insert event name and date].
     2. Licensee shall submit all required Evidence of Insurance prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement.
     3. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its officers, agents and employees, c/o Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403.
     4. Licensee 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. 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.
2. Policy Obligations

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

1. Material Breach

If Licensee fails to maintain insurance coverage 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.