**Exhibit ­­­­**\_\_\_\_\_

Permittee 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*. If Permittee maintains a program of self-insurance, Permittee shall obtain County’s approval of Permittee’s self-insurance program prior to inception of this Permit 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. Failure to demand evidence of full compliance with the insurance requirements set forth in this Permit Agreement or failure to identify any insurance deficiency shall not relieve Permittee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Permit Agreement.

1. Workers Compensation and Employers Liability Insurance
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. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
5. Required Evidence of Insurance:
	1. Subrogation waiver endorsement; and
	2. Certificate of Insurance.
6. 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 Umbrella Liability Insurance. If Permittee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Permittee.
	3. 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 County. Permittee is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Permittee has a claim against the insurance or is named as a party in any action involving the County.
	4. The County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of Permittee's ongoing operations. (Acceptable endorsements: ISO endorsement CG 20 26, ISO endorsement CG 20 12 or equivalents.)
	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 Permittee and include a “separation of insureds” or “severability” clause which treats each insured separately.
	7. Required Evidence of Insurance:
7. Copy of the additional insured endorsement or policy language granting additional insured status;
8. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
9. Certificate of Insurance.
10. Automobile Liability Insurance
	1. Minimum Limit: $1,000,000 combined single limit per accident.
	2. Insurance shall apply to all owned, hired and non-owned vehicles.
	3. *Required Evidence of Insurance*: Certificate of Insurance.
11. Pollution/Environmental Impairment Liability Insurance
	* 1. Minimum Limit: $1,000,000 per pollution condition. If Permittee maintains limits higher than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Permittee.
		2. The insurance shall provide coverage for:
			1. bodily injury, sickness or disease, sustained by any person, including death;
			2. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
			3. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
			4. defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims: and
			5. liability assumed by Permittee under a written contract or agreement.
		3. The County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of Permittee’s operations under this Permit Agreement;
		4. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
		5. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the date of this Permit Agreement.
		6. If the insurance is on a Claims-Made basis, the insurance shall be maintained for two (2) years after termination of this Permit Agreement. Continuation insurance may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the inception of this Permit Agreement.
		7. 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 County. Permittee is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Permittee has a claim against the insurance or is named as a party in any action involving the County.
		8. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
		9. 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;
			3. Subrogation waiver endorsement; and
			4. Certificate of Insurance.
12. 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 shall include the following reference: [insert reference].
		2. All required Evidence of Insurance shall be submitted prior to the execution of this Permit Agreement. Permittee 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. Permittee shall provide immediate written notice if: (1) any of the required insurance policies is 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

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

1. Material Breach

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