COUNTY OF YUBA
Lessee Name

ATTACHMENT A

INSURANCE PROVISIONS – LESSEE BUSINESS OPERATIONS

A. INSURANCE. Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

A.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, it shall be twice the required occurrence limit.

A.1.2. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury or disease. *(Not required if LESSEE provides written verification it has no employees)*

A.1.3. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LESSEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

A.1.4. Property and Fire Legal Liability: Lessee shall maintain real property insurance, including, but not limited to, coverage for risks of fire, or damage to property rented to Lessee, on all real property being leased, including improvements and betterments owned by the Lessor. The Lessee shall provide sufficient insurance to cover the full replacement value of the improvements and name Yuba County as loss payee on the policy. Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy must be written on an "all risk" basis.

A.1.5. Pollution Legal Liability and Remediation and/or Errors & Omissions with a limit no less than **$1,000,000** per claim or occurrence and **$2,000,000** aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage, personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.

A.1.6. Interruption of Business Insurance: Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to Lessor for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

A.1.7. Aviation/Aircraft Liability Insurance: Bodily injury, including occupants and property damage liability, \$100,000 each person, \$100,000 property damage, \$1,000,000 each accident (per occurrence). *(Not required if LESSEE is not operating aircraft)*

A.1.8. Hangerkeepers Liability: with a limit not less than **\$1,000,000** combined single limit per occurrence and **\$1,000,000** aggregate. *(Not required unless the LESSEE will store aircraft they don't own)*

If the LESSEE maintains broader and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the broader and/or higher limits maintained by LESSEE.

A.2 OTHER INSURANCE PROVISIONS. The insurance policies are to contain, or be endorsed to contain, the following provisions:

A.2.1. ADDITIONAL INSURED STATUS. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Aviation/Aircraft policy with respect to liability arising out of the ownership, maintenance or use of the ultralight.

A.2.2. PRIMARY COVERAGE. For any claims related to the ownership, maintenance, transporting/towing, and use of the ultralight, the LESSEE'S insurance coverage shall be primary and non-contributory insurance coverage as respects the COUNTY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the LESSEE'S insurance and shall not contribute with it.

A.2.3. NOTICE OF CANCELLATION. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY**.

A.3. WAIVER OF SUBROGATION. LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

A.4. SELF-INSURED RETENTIONS. Self-insured retentions must be declared to and approved by COUNTY. COUNTY may require LESSEE to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the COUNTY.

A.5. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

A.6. VERIFICATION OF COVERAGE. LESSEE shall furnish COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements and copies of Declarations & Endorsements pages are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive LESSEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

A.7. SPECIAL RISKS OR CIRCUMSTANCES. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.