COUNTY OF YUBA
Owner/Operator Name

ATTACHMENT A

INSURANCE PROVISIONS -
AIRPORT USER WITH GATE ACCESS

A. INSURANCE. OWNER/OPERATOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of the aircraft and access to the Yuba County Airport.

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

A.1.1. 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).

A.1.2. Automobile Liability Insurance with a limit no less than $300,000 per accident for bodily injury and property damage.

If the OWNER/OPERATOR 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 OWNER/OPERATOR.

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 aircraft.

A.2.2. PRIMARY COVERAGE. For any claims related to the ownership, maintenance, transporting/towing, and use of the aircraft, the OWNER/OPERATOR'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 OWNER/OPERATOR'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. OWNER/OPERATOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said OWNER/OPERATOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. OWNER/OPERATOR 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 OWNER/OPERATOR 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. OWNER/OPERATOR 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 OWNER/OPERATOR'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.