**Exhibit ­­­­\_\_\_\_\_**

Lessee shall maintain and require its subcontractors and agents to maintain, during the term of this Lease or any extensions of the term, 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. Failure to demand evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve Lessee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Lease.

1. Workers Compensation and Employers Liability Insurance
2. Required if Lessee has employees.
3. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
4. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
5. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
6. Required Evidence of Insurance:
	1. Subrogation waiver endorsement, and
	2. Certificate of Insurance

If Lessee currently has no employees, Lessee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease or any extensions of the term.

1. General Liability Insurance
2. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
3. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Lessee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Lessee.
4. 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. Lessee is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Lessee has a claim against the insurance or is named as a party in any action involving the County.
5. [insert exact name of additional insured] shall be additional insureds for liability arising out the ownership, maintenance or use of that part of the premises leased to Lessee (Insurance Services Office endorsement CG 20 11 or equivalent).
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 shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
8. The policy shall cover inter-insured suits between County and Lessee 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 h. (above) if the location involves marinas or the airport. Do not leave both versions of h. in the Lease!!!)**

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.
2. **Automobile Liability Insurance**
	1. Minimum Limit: $1,000,000 combined single limit per accident.
	2. Insurance shall apply to all owned autos. If Lessee currently owns no autos, Lessee agrees to obtain such insurance should any autos be acquired during the term of this Lease or any extensions of the term.
	3. Insurance shall apply to hired and non-owned autos.
	4. *Required Evidence of Insurance*: Certificate of Insurance
3. **Pollution Liability Insurance**
	1. Minimum Limits: 1,000,000 per pollution Incident; 1,000,000 Aggregate. If Lessee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Lessee.
	2. 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. Lessee is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Lessee has a claim against the insurance or is named as a party in any action involving the County.
	3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
	4. Insurance shall be continued for five (5) years after the expiration or earlier termination of this Lease. If the insurance is on a Claims-Made basis, the 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 Commencement Date of this Lease.
	5. [insert exact name of additional insured], shall be additional insureds for liability arising out of the ownership, maintenance or use of the Premises. The foregoing shall continue to be additional insureds for five (5) years after the expiration or earlier termination of this Lease.
4. Increases in Limits of Insurance

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

1. 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
2. The Certificate of Insurance must include the following reference: [insert location or other reference].
3. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Lessee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
4. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
5. 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.
6. Lessee 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.
7. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
8. Policy Obligations

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

1. Material Breach

If Lessee fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. County, at its sole option, may terminate this Lease and obtain damages from Lessee resulting from said breach. Alternatively, County may purchase such required insurance and Lessee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.