**EXHIBIT C**

**INSURANCE REQUIREMENTS**

**I. Provisions Applicable to All Required Insurance**

A. Beginning on the Effective Date of the Lease and through the Term of the Lease, including any Extended Terms as defined in the Lease, Lessee shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.

B. Lessee shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit C (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the Lessee, or by an officer of the Lessee (Officer), or by the Lessee’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and Lessee shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.

C. Lessee shall carry and maintain the minimum insurance requirements as defined in this Lease. Lessee shall ensure that its independent contractors maintain, appropriate insurance coverage and limits required in this Lease to the extent they apply to the scope of the services to be performed by any party acting on Lessee’s behalf.

D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve Lessee of any of the insurance requirements, nor decrease liability of Lessee.

E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the Lessee’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.

G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.

H. At the option and request of the DISTRICT, Lessee shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

I. Lessee is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event Lessee is unable to pay the required SIR, Lessee agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT’s sole and absolute discretion, unless to do so would terminate or void the policy(ies).

J. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best’s rating of no less than A- V.

K. Lessee shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.

L. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.

M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.

N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, Lessee must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.

O. In the event of a claim or suit, and upon request by the DISTRICT, Lessee agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during Lessee’s performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by Lessee hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.

P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.

Q. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory and will not seek contribution from the DISTRICT’s insurance or self-insurance.

R. Lessee agrees to provide immediate Notice to the DISTRICT of any loss or claim against Lessee arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.

S. It is the obligation of the Lessee to ensure all contractors and subcontractors performing services maintain the necessary coverages and limits. Lessee shall ensure that all Lessees contractors and subcontractors agree to the same indemnity obligation that Lessee agrees to in this Agreement based on the nature and scope of services being performed by each contractor and subcontractors . Lessee shall require that each contractor and subcontractors include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers’ Compensation) for all ongoing and completed operations with coverage as broad as required of Lessee under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the Lessee or all contractors and subcontractors of the responsibility for its own acts or the acts of any contractors and subcontractors or any employees or agents of either. All contractors and subcontractors are to waive subrogation against the DISTRICT on all policies. Lessee shall be responsible for maintaining records evidencing contractors and subcontractors compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.

T. It is Lessee’s responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

U. Notice of Cancellation/Non-Renewal/Material Reduction**.** The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by Lessee, should Lessee breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

V. District reserves the right, at its sole discretion, to increase, modify, or otherwise adjust the type, scope, and limits of insurance coverage required under this Lease, as may be necessary to comply with applicable laws, lender requirements, or to reflect changes in market conditions or industry standards. Lessee shall, within thirty (30) days of written notice from District, procure and maintain, at its sole cost and expense, any additional or increased insurance coverage as required by District. Failure to comply with such requirements shall constitute a material breach of this Lease.

**II. Workers’ Compensation and Employer’s Liability Insurance Coverage**

1. Workers’ Compensation insurance including Employer’s Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer’s Liability of not less than:

 Bodily Injury by accident: $1,000,000 each accident

 Bodily Injury by disease: $1,000,000 each employee

 Bodily Injury by disease: $1,000,000 policy limit

1. If Lessee is exempt from carrying Workers’ Compensation Insurance, Lessee must return the completed Verification of Insurance confirming that Lessee has no employees and is exempt from the State of California Workers’ Compensation requirements.
2. If Lessee is self-insured with respect to Workers’ Compensation coverage, Lessee shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section “E.”
3. Waiver of Subrogation. Workers’ Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that Lessee and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. Lessee shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to Lessee’s failure to provide waiver of subrogation from the insurance carrier.

**Verification of Workers’ Compensation and Employer’s Liability Insurance Coverage**

 **By checking the box and signing below, I hereby verify that the Lessee is exempt from the State of California’s requirement to carry workers’ compensation insurance.**

 **As the Lessee’s insurance broker/agent, I hereby verify that I have reviewed and confirmed that Lessee carries workers’ compensation insurance as required by this Lease, including the relevant provisions applicable to all required insurance.**

**Self-Insured Retention: Amount: $

Policy Limit: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Period: from: \_\_\_\_\_\_\_\_ to:**

**Insurance Carrier Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Insurance Broker or Agent (Print Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Insurance Broker or Agent’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**III. Commercial General Liability Insurance (“CGL”) Coverage**

1. Lessee’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
2. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Lessee.
3. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage $10,000,000 per occurrence & aggregate

Personal Injury/Advertising Injury $10,000,000 per occurrence & aggregate

Products/Completed Operations $10,000,000 per occurrence & aggregate

1. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.
2. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all leased Premises and operations in any way related to this Lease.
3. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by Lessee and/or independent contractor and/or any party acting on Lessee’s behalf under this Lease.
4. There will be no exclusion for explosions, collapse, or underground liability (XCU).
5. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Lessee or on Lessee’s behalf.
6. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by Lessee under this Agreement as an “insured contract.”
7. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that Lessee and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against Lessor, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. Lessee shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from Lessee’s failure to provide the waiver of subrogation from its insurance carrier(s) for claims arising out of Lessee’s use, occupancy, or operations under this Lease.
8. “Independent Contractor’s Liability.” Lessee shall maintain, or ensure that its independent contractors maintain, appropriate insurance coverage and limits for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Lease.
9. To the fullest extent permitted by law, Lessor, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from the Premises, and ongoing and completed operations performed by or on behalf of Lessee under this Lease.
10. A severability of interest provision must apply for all the Additional Insureds, ensuring that Lessee’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

**Verification of Commercial General Liability (CGL) Insurance Coverage**

**As the Lessee’s Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the Lessee carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured Retention:Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Limit: $\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Period: from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Insurance Carrier Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Insurance Broker/Agent or Officer or Risk Manager - Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Insurance Broker/Agent or Officer or Risk Manager’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IV. Business Auto Liability Insurance Coverage**

1. Lessee’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
2. The insurance requirements under this Lease shall be the greater of (1) the minimum coverage and limits specified in this Lease; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Lessee.
3. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate: $2,000,000

Bodily Injury and Property Damage: $2,000,000

1. Coverage must include either “owned, non-owned, and hired” autos or “any” automobile.
2. If Lessee is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
3. If Lessee’s Scope of Services under this Lease exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to to Lessee’s or any party acting on behalf of Lessee’s performance under this Lease, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the Lessee’s Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other “pollutants” needed for the normal functioning of covered autos.
4. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies.
5. A severability of interest provision must apply for all the Additional Insureds, ensuring that Lessee’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.

**Verification of Business Auto Liability Insurance Coverage**

**As the Lessee’s Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the Lessee carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured Retention:Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Limit: $\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Period: from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Insurance Carrier Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Insurance Broker/Agent or Officer or Risk Manager – Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Insurance Broker/Agent or Officer or Risk Manager’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**V. Commercial Property Insurance Coverage**

1. Lessee shall procure and maintain throughout the term of this Lease Special Form (“All-Risk”) Commercial Property Insurance covering the leased premises including all fixtures, equipment, the building, all personal property situated in, on, or constituting a part of the premises any improvements, betterments, and any alterations or additions made by Lessee.
2. The policy shall name the District (and District’s mortgagee, if applicable) as additional insured and loss payee, as their interests may appear.
3. Such insurance shall provide 100% replacement cost coverage, including coverage for business interruption and loss of rental income for a period not less than twelve (12) months, and shall contain no co-insurance or contribution clauses.
4. A severability of interest provision must apply for all the Additional Insureds, ensuring that the Lessee ’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy’s limits
5. The policy shall include an inflation guard endorsement, ordinance or law and increased cost of construction coverage.
6. District shall not be liable for any business income or other consequential loss sustained by lessee.

**Verification of Commercial Property Insurance Coverage**

**As the Lessee’s Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the Lessee carries Commercial Property insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured Retention/Deductible: Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Coverage, Perils and Limits: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Period: from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Insurance Carrier Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Insurance Broker/Agent or Officer or Risk Manager- Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Insurance Broker/Agent or Officer or Risk Manager’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VI. Excess and/or Umbrella Liability Insurance Coverage (*Optional* – See Paragraph A below)**

1. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
2. Lessee’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

C. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Lessee.

D. Minimum Requirements: It is expressly understood by the parties that Lessee’s Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement, and shall be at least as broad as coverage required of the underlying policies required herein.

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
2. There will be no exclusion for explosions, collapse, or underground damage (XCU).
3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Lessee or any party acting on Lessee’s behalf.
4. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by Lessee under this Agreement as an “insured contract.”
5. “Independent Contractor’s Liability.” Lessee shall maintain, or ensure that its independent contractors maintain, appropriate insurance coverage and limits for liability and/or damage arising out of, pertaining to, or in any way related to work performed under this Lease.
6. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of Lessee, in any way related to Services performed under this Agreement.
7. A severability of interest provision must apply for all the Additional Insureds, ensuring that the Lessee’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy’s limits.
8. Lessee and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and Lessee shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage**

**As the Lessee’s Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the Lessee carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Excess/Umbrella Limits: Amount $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_**

**Policy Limit: $\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Period: from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Insurance Carrier Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Underlying Policy(ies) listed above to which Excess/Umbrella applies:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Insurance Broker/Agent or Officer or Risk Manager - Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Insurance Broker/Agent or Officer or Risk Manager’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**