

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as “You” or “Your”) will indemnify, reimburse, hold harmless and defend County including, without limitation, County’s employees, agents, contractors, subcontractors and representatives (collectively, “County”), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney’s fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the “Property”), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the “Agreement”), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County’s defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. Evidence of Coverage

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

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For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C.

Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

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D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

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- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

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under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is 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

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

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qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.