

LIVERMORE MUNICIPAL AIRPORT INSURANCE REQUIREMENTS

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

a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Aviation Liability insurance coverage.
2. Property insurance against all risks of loss to any tenant improvements or betterment's.

b) Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. Aviation Liability: \$1,000,000 per accident for bodily injury or property damage.
2. Property Insurance: Full replacement cost with no coinsurance penalty provision.

c) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Livermore.

d) Other Insurance Provisions

The aircraft liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees or volunteers.
2. The Lessee's insurance coverage shall be primary insurance as respects the City of Livermore, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City

of Livermore, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect protection provided to the City of Livermore, its officers, officials, employees or volunteers.
4. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be modified except after thirty (30) days' prior written notice has been given to the City of Livermore.

e) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, if licensed to do business in the State of California. If not, the insurance company shall have a rating of A+:X.

f) Verification of Coverage

Lessee shall furnish the City of Livermore with original certificates and endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the City of Livermore before the Lease commences.