Exhibit _____

Tenant 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 Tenant 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**
   - **a.** Required if Tenant has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
   - **e.** *Required Evidence of Insurance*:
     - **i.** Subrogation waiver endorsement; and
     - **ii.** Certificate of Insurance.

   If Tenant currently has no employees as defined by the Labor Code of the State of California, Tenant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Lease or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** 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 Excess or Commercial Umbrella Liability Insurance. If Tenant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Tenant.
   - **c.** 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. Tenant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Tenant has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** Sonoma County Water Agency shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO endorsement CG 20 26 or

equivalent).

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.

g. The policy shall cover inter-insured suits between County and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance*:

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Property Insurance for Business Personal Property and Tenants Improvements

(Required only during the Post-Construction Period)

a. Property insurance on a "special form" or "all risks" basis.

b. Minimum Limit: the full current combined replacement cost of Tenant's Business Personal Property and Tenant's improvements.

c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.

d. Tenant shall disclose any deductible or self-insured retention in excess of $25,000 and such deductible or self-insured retention must be approved in advance by County. Tenant is responsible for any deductible or self-insured retention.

e. *Required Evidence of Insurance*: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Tenant currently owns no autos, Tenant agrees to obtain such insurance should any autos be acquired during the term of this Lease or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

5. Increases in Limits of Insurance

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

6. 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.

7. Documentation

a. The Certificate of Insurance must include the following reference: "Sonoma County Water Agency, its officers and employees, are named as additional insured for all liability arising

out of the operations by or on behalf of the named insured in the performance of this contract."

b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

Sonoma County Water Agency
404 Aviation Blvd
Santa Rosa, CA 95403-9109

d. 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.

e. Tenant 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.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

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

9. Material Breach

If Tenant 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 Tenant resulting from said breach. Alternatively, County may purchase such required insurance and Tenant 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.