

Licensee shall provide, and cause each of its contractor(s) and subcontractors (if any) to provide, and maintain at its own expense during the term of this License the following insurance covering all activities proposed and any operations under this License. Such insurance shall be provided with insurers authorized to do insurance business in the State of California, with a rating of at least Am VII or better or A-, X (if offered by a surplus line carrier) according to the latest Best's Key Rating Guide, except that the City will accept Workers Compensation Insurance rated B-VIII or better or from the State Compensation Fund. Evidence of such insurance in the form of Certificates and Insurer Endorsements shall be delivered to City prior to commencing work. The Insurer Endorsements (or a copy of the policy binder, if applicable) shall provide that (1) said insurance shall not be cancelled, except if the insurer provides Licensor thirty (30) days written notice of any cancellation or termination of insurance; (2) commercial general liability and automotive insurance shall be primary to and not contributing with any other insurance maintained by City, and shall name "the City of Tustin, the Department of the Navy and the Successor Agency to the Tustin Community Redevelopment Agency and their respective officers and employees" (collectively "City Insured Parties"), as additional insureds, and shall provide that all losses shall be payable notwithstanding any act or failure to act or negligence of City, or any other person; (3) shall contain a provision that the insurer waives any right of subrogation against the City Insured Parties which may arise by reason of any payments made under a policy; and (4) if Licensee is self-insured for Workers Compensation, Licensee shall submit to City a copy of its certification of self-insurance. All insurance shall be maintained on an occurrence basis and shall include the following:

1. Commercial General Liability. Commercial General Liability and property damage insurance, contractual, broad form property damage, and bodily injury or death, with a combined single limit of not less than \$1,000,000 per occurrence with respect to personal injury or death, and \$1,000,000 per occurrence with respect to property damage, and if written with an aggregate, the aggregate shall be double the per occurrence limit.
2. Automobile Liability. Automobile Liability Insurance with coverage insurance written on a per occurrence basis with limits of at least \$1,000,000 combined limit for each occurrence covering bodily injury and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.
3. Workers' Compensation Insurance. To the extent that Licensee has employees, workers' compensation insurance in an amount and form meeting all applicable requirements of the California Labor Code, covering all employees of Licensee and all risks to such persons.
4. Verification of Coverage. The insurer endorsements required herein are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by Licensor.
5. Failure by Licensee to procure or maintain all required insurance shall constitute an Event of Default, upon which Licensor may immediately terminate this License. Licensee's operations shall be subject to suspension by Licensor during any period Licensee fails to maintain any required insurance in full force and effect.