

INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, its agents, representatives, employees or subcontractors. The insurance will be issued by an insurance company or be provided through partial or total self-insurance acceptable to the University.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

General Liability: Comprehensive or commercial form minimum limits each occurrence \$2,000,000,
General Aggregate \$4,000,000.

Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California, the Trustees of the California State University, Humboldt State University and the officers, employees, volunteers and agents of each of them; or the Lessee shall provide a financial guarantee satisfactory to the University guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. The State of California, the Trustees of the California State University, Humboldt State University, and the officers, employees, volunteers and agents of each of them, are included as additional insureds.
2. For any claims related to this use, the insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, Humboldt State University, and the officers, employees, volunteers and agents of each of them. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, Humboldt State University, its officers, employees, volunteers and agents shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the University.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Lessee shall furnish the University with original certificates and amendatory endorsements effective coverage required by this clause. The endorsements shall be on forms agreeable to the University. All certificates and endorsements are to be received and approved by the University prior to use of property. The University reserves the right to complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.