INSURANCE REQUIREMENTS

ENTITY shall maintain the following coverages in the following amounts at all times following the Commencement Date, and continuing thereafter throughout the Term:

(a) Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury, abuse and molestation and property damage arising during ENTITY’s Use Period and any use provided to ENTITY by civic center permit (regardless of whether the use of the Joint Use Areas was by ENTITY or authorized by ENTITY), or from assumed liabilities or use of the Joint Use Areas, including a Commercial General Liability endorsement covering the insuring provisions of this Agreement and the performance by ENTITY of the indemnity agreements set forth in this Agreement, for limits of liability not less than: (i) Bodily Injury and Property Damage Liability - $3,000,000 each occurrence and $5,000,000 annual aggregate, (ii) Personal Injury Liability - $3,000,000 each occurrence and $5,000,000 annual aggregate, and (iii) Abuse and Molestation - $1,000,000 each occurrence and aggregate.

(b) Commercial Automobile Liability Insurance including Hired and Non-Owned Autos - $1,000,000 Combined Single Limits

(c) Workers Compensation and Employers Liability Insurance in a form amount covering the Entity’s full liability under the California Workers’ Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory

Part B- Employers Liability - $1,000,000/$1,000,000/$1,000,000

(d) Physical Damage Insurance covering all of the Joint Use Areas, improvements and additions in and thereto, and the personal property of ENTITY located on the Joint Use Areas or the School. Such insurance shall be written on an “all risks” of physical loss or damage basis, for the guaranteed replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement.

(e) The limits of policies of insurance required of ENTITY under this Agreement shall in no event limit the liability of ENTITY under this Agreement. Such insurance shall: (i) name DISTRICT and any other party it so specifies as an additional insured; (ii) specifically cover the liability assumed by ENTITY under this Agreement, including, but not limited to, ENTITY’s indemnification obligations under this Agreement; (iii) if procured from an insurance provider, said insurance shall be issued by a company having a rating of not less than A.M. Best A-, VII or which is otherwise acceptable by DISTRICT and said company is licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by DISTRICT is excess and is non-contributing with any insurance requirement of ENTITY; (v) provide that said insurance shall not be canceled or materially reduced unless thirty (30) days' prior written notice shall have been given to DISTRICT;
and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to DISTRICT. ENTITY shall deliver said policy or policies or certificates thereof to DISTRICT before the Commencement Date, as herein defined.

ENTITY hereby waives any right that it may have against DISTRICT on account of any loss or damage to the property required to be insured by ENTITY pursuant to this Section to the extent such loss or damage is insured under property damage insurance policies carried by ENTITY (or would have been covered had ENTITY maintained such insurance as so required under this Agreement).

ENTITY understands and agrees that DISTRICT shall have the right to review the sufficiency of insurance for ENTITY’s programs at any time during the Term and may adjust the insurance requirements upon thirty (30) days’ notice to ENTITY. Within thirty (30) days of ENTITY’s receipt of any notice of adjustment of insurance, ENTITY shall provide to DISTRICT acceptable evidence of compliance with the insurance requirements.