

Exhibit C - Insurance Requirements

Insurance:

Concessionaire shall obtain and maintain for the entire term of the Contract and Concessionaire shall not perform any work under this Contract until after he has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Concessionaire shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

A. Commercial Liability Insurance: Concessionaire shall maintain in full force and effect for the period covered by this Contract, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Concessionaire's operations in the performance of this Contract, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

- (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (2) The policy must cover personal injury as well as bodily injury.
- (3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. Workers' Compensation Insurance: In accordance with the provisions of sections 3700 et seq., of the California Labor Code, if Concessionaire has any employees, Concessionaire is required to be insured against liability for workers' compensation or to undertake self-insurance. Concessionaire agrees to comply with such provisions before commencing the performance of this Contract.

C. Additional Insureds to be Covered: The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Concessionaire's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

D. Certification of Coverage: Prior to commencing work under this contract, Concessionaire shall furnish County with the following for each insurance policy required to be maintained by this Contract:

- (1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.
- (2) A Workers' Compensation certificate of insurance must be provided.
- (3) Upon written request by the County, the Concessionaire shall provide a copy of the complete insurance policy.

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(4) Approval of Insurance by County shall not relieve or decrease the extent to which the Concessionaire may be held responsible for payment of damages resulting from Concessionaire's services or operations pursuant to this Contract. Further, County's act of acceptance of an insurance policy does not waive or relieve Concessionaire's obligations to provide the insurance coverage required by the specific written provisions of this Contract.

E. **Effect of Failure or Refusal:** If Concessionaire fails or refuses to procure or maintain the insurance required by this contract, or fails or refuses to furnish County with the certifications required by *Subparagraph D.* above, County shall have the right, at it's option, to forthwith terminate the Contract for cause.