

Appendix A - General Insurance Requirements

Prior to taking occupancy, Tenant shall furnish the District with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein.

All insurance may be satisfied by a program of Self-Insurance.

All required policies shall provide for 30 days' written notice to the District prior to the cancellation or non-renewal of any insurance referred to therein, with an exception for 10 days' written notice prior to cancellation due to non-payment of premium.

Failure of the District to demand such certificate or other evidence of full compliance with these insurance requirements or failure of The District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of this Lease at The District's option.

If Tenant fails to maintain the insurance as set forth herein, The District shall have the right, but not the obligation, to purchase said insurance at Tenant's expense.

Tenant shall provide certified copies of all insurance policies required above within 10 days of The District's written request for said copies.

All required insurance shall be placed with insurers acceptable to The District.

No Representation of Coverage Adequacy. By requiring insurance herein, The District does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to The District in this contract.

Cross-Liability Coverage. If Tenants' liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Tenant shall obtain insurance of the types and in the amounts described below.

Commercial General and Umbrella Liability Insurance. Tenant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 04 13 or a substitute providing equivalent coverage, and under the

commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to The District. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

Tenant waives all rights against The District and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

Automobile and Umbrella Liability Insurance. Tenant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000.00 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage as required above shall be written on ISO form CA 00 01 04 13 or a substitute form providing equivalent liability coverage.

Tenant waives all rights against The District and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement.

Workers' Compensation and Employer's Liability Insurance. Tenant shall maintain workers' compensation meeting the statutory requirements of the State of Nevada and employer's liability insurance.

The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Tenant waives all rights against the District and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. Tenant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.